As filed with the Securities and Exchange Commission on August 2, 2013

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

FIREEYE, INC.
(Exact name of registrant as specified in its charter)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, check the following box: ☐

If this Form is filed for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

CALCULATION OF REGISTRATION FEE

<table>
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<th>Proposed Maximum Aggregate Offering Price (1)(2)</th>
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<td>Common Stock, $0.0001 par value per share</td>
<td>$175,000,000</td>
<td>$23,870</td>
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(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

(2) Includes the aggregate offering price of additional shares that the underwriters have the option to purchase to cover over-allotments, if any.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.
FireEye, Inc. is offering shares of its common stock. This is our initial public offering, and no public market currently exists for our shares. We anticipate that the initial public offering price will be between $ and $ per share.

We intend to apply to list our common stock on the under the symbol “FEYE.”

We are an “emerging growth company” under the U.S. federal securities laws and are subject to reduced public company reporting requirements. Investing in our common stock involves risks. See “Risk Factors” beginning on page 14.

PRICE $ A SHARE

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We have granted the underwriters the right to purchase up to an additional shares of common stock to cover over-allotments.

The Securities and Exchange Commission and any state securities regulators have not approved or disapproved of these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares of common stock to purchasers on , 2013.
The New Threat Landscape Requires
A New Technology Architecture
for the IT Security Industry

New Model
Virtual Machine-Based
Signature-less
Dynamic, real-time
Known & unknown threats
Negligible false positives

Traditional Model
Pattern-Matching
Signature-based
Reactive, delayed
Only known threats
High false positives
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You should rely only on the information contained in this prospectus or contained in any free writing prospectus filed with the Securities and Exchange Commission. Neither we nor any of the underwriters have authorized anyone to provide any information or make any representations other than those contained in this prospectus or in any free writing prospectus filed with the Securities and Exchange Commission. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are offering to sell, and seeking offers to buy, shares of common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the common stock. Our business, financial condition, results of operations and prospects may have changed since such date.

Through and including , 2013 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer’s obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

For investors outside of the United States: Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourselves about, and to observe any restrictions relating to, this offering and the distribution of this prospectus outside of the United States.
PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary is not complete and does not contain all of the information you should consider in making your investment decision. You should read the following summary together with the more detailed information appearing elsewhere in this prospectus, including “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes before deciding whether to purchase shares of our common stock.

FIREEYE, INC.

Overview

We have invented a purpose-built, virtual machine-based security platform that provides real-time protection to enterprises and governments worldwide against the next generation of cyber attacks. Our technology approach represents a paradigm shift from how IT security has been conducted since the earliest days of the information technology industry. The core of our purpose-built, virtual machine-based security platform is our virtual execution, or MVX, engine, which identifies and protects against known and unknown threats that existing signature-based technologies are unable to detect. The new generation of cyber attacks on organizations, including large and small enterprises and governments worldwide, is characterized by an unprecedented escalation in the complexity and scale of advanced malware created by criminal organizations and nation-states. These highly sophisticated cyber attacks routinely circumvent traditional signature-based defenses by launching dynamic, stealthy and targeted malware that penetrates defenses in multiple stages and through multiple entry points of an IT network. Our proprietary virtual machine-based technology represents a new approach to detecting these cyber attacks in real time with high efficacy while also scaling in response to ever-increasing network performance requirements. We believe it is imperative for organizations to invest in this new approach to security to protect their critical assets, such as intellectual property and customer and financial data, from the global pandemic of cybercrime, cyber espionage and cyber warfare.

Our nine years of research and development in proprietary virtual machine technology, anomaly detection and associated heuristic, or experience-based, algorithms enables us to provide real-time, dynamic threat protection without the use of signatures while delivering high efficacy and network performance. We provide a comprehensive platform that employs a virtualized execution engine and a cloud-based threat intelligence network that uniquely protects organizations from next-generation threats at all stages of the attack lifecycle and across all primary threat vectors, including Web, email and file systems. Our MVX engine detonates, or “runs,” Web objects, suspicious attachments and files within purpose-built virtual machine environments to detect and block the full array of next-generation threats, including attacks that leverage unknown vulnerabilities in widely used software programs, also known as “zero-day” attacks. Newly identified threats are quarantined to prevent exposure to the organization’s actual network environment, and information regarding such threats is sent to our Dynamic Threat Intelligence, or DTI, cloud. Our DTI cloud enables real-time global sharing of threat intelligence uploaded by our customers’ cloud-connected FireEye appliances. In over 95% of our prospective customer evaluations, we have discovered incidents of next-generation threats that were conducting malicious activities and that successfully evaded the prospective customers’ existing security infrastructure, including traditional firewalls, next-generation firewalls, intrusion prevention systems, anti-virus software, email security and Web filtering appliances. By deploying our platform, organizations can stop inbound attacks and outbound theft of valuable intellectual property and data with a negligible false-positive rate, enabling them to avoid potentially catastrophic financial and intellectual property losses, reputational harm and damage to critical infrastructures.

Our platform is delivered through a family of software-based appliances and includes our DTI cloud subscription as well as support and maintenance services. Our principal appliance families address three critical
vectors of attack: Web, email and file shares. We also provide a family of management appliances that serve as a central nervous system unifying reporting and configuration, while monitoring and correlating attacks that simultaneously cross multiple vectors of the network, thereby increasing the efficacy of our security platform. Our management appliances enable us to share intelligence regarding threats at a local implementation level and also across the organization. In addition, we enhance the efficacy of our solution by sharing with customers anonymized global threat data through our DTI cloud. Finally, we offer a malware analysis appliance that provides IT security analysts with the ability to test, characterize and conduct forensic examinations on next-generation threats by simulating their execution path with our virtual machine technology.

Our sales model consists of a direct sales team and channel partners that collaborate to identify new sales prospects, sell products and services, and provide post-sale support. We believe this approach allows us to maintain face-to-face connectivity with our customers, including key enterprise accounts, and helps us support our partners, while leveraging their reach and capabilities. As of June 30, 2013, we had over 1,100 end-customers across more than 40 countries, including over 100 of the Fortune 500. Our customers include leading enterprises in a diverse set of industries, including telecommunications, technology, financial services, public utilities, healthcare and oil and gas, as well as leading U.S. and international governmental agencies.

For 2010, 2011 and 2012, our revenue was $11.8 million, $33.7 million and $83.3 million, respectively, representing year-over-year growth of 186% for 2011 and 148% for 2012, and our net losses were $9.5 million, $16.8 million and $35.8 million, respectively. For the six months ended June 30, 2012 and 2013, our revenue was $29.7 million and $61.6 million, respectively, representing year-over-year growth of 165% and 107%, and our net losses were $14.3 million and $67.2 million, respectively. Subscription and services revenue has increased as a percentage of revenue over the last three years, from 21% in 2010 to 37% in 2012 and to 48% during the six months ended June 30, 2013, while our product revenue has decreased as a percentage of revenue, from 79% in 2010 to 63% in 2012 and to 52% during the six months ended June 30, 2013. The increase in subscription and services revenue as a percentage of total revenue is primarily due to the growth of our installed base in conjunction with the increase in product sales and renewals of the related subscription and services from existing customers.

Industry Background

Organizations Are Spending Billions On Legacy Signature-Based Security Technologies

Organizations today are embracing a confluence of technologies to enhance the productivity of their employees, generate new revenue sources and improve their operating efficiency. These technologies include cloud services, mobile computing and online services and social networking sites, such as LinkedIn, facebook and Twitter. This greater reliance on information technology has significantly increased the attack surface within these organizations that is vulnerable to potential security attacks and has resulted in significant investments in IT security to help protect against a myriad of potential threats. According to IDC, a global market research firm, 2013 worldwide IT security spending will be approximately $17.9 billion, including investments in traditional security technologies such as firewalls, intrusion prevention systems and endpoint security software.

To date, organizations have deployed IT security products to defend against earlier generations of security threats by utilizing legacy signature-based threat protection technology. The signature model works by forensically examining the code base of known malware and, if no match is found, subsequently developing a signature that network security devices can match against future incoming traffic. These signatures are gathered by IT security companies and distributed periodically to organizations that subscribe to the company’s update service. This signature-based approach is the principal foundation of existing IT threat protection technologies.
The historical threat landscape was defined by amateur hackers who launched attacks principally for fame or mischief. While these hackers garnered a lot of press, they caused relatively little damage, and signature-based security solutions were effective at detecting and preventing them.

Today’s organizations face an advanced malware pandemic of unprecedented severity led by “advanced persistent threat actors,” such as cyber-criminal organizations, nation-states and hacktivists, who are utilizing highly sophisticated next-generation threats to circumvent traditional IT defenses at an alarming rate. Cybercriminals are expending significant resources to exfiltrate sensitive intellectual property and personal data, causing financial and reputational damage; nation-states are pursuing cyber espionage and warfare targeting critical infrastructure, such as power grids and highly sensitive information that can threaten national security; and hacktivists, who are ideologically driven, are defacing Websites, stealing information and launching denial of service attacks.

Next-generation threats, utilized by advanced persistent threat actors, are fundamentally different from earlier generation threats, with a unique set of characteristics that create a new set of detection and prevention challenges. One of the most dangerous characteristics of next-generation threats is their ability to take advantage of a previously unknown vulnerability in widely used software programs, creating what is known as “zero day” threats. By exploiting this vulnerability, significant damage can be done because it can take days before signature-based software vendors discover the vulnerability and patch it, and an even longer period of time for traditional security products to update their signature databases accordingly. Next-generation threats are stealthy by design and are significantly harder to detect. Further compounding the problem, next-generation threats are dynamic, or polymorphic, meaning they are designed to mutate quickly and retain their function while changing their code, making it almost impossible for traditional signature technologies that rely on pattern matching to detect them. These threats are also targeted, which enables them to present specific individuals within organizations’ networks with customized messages or content that maximizes the likelihood of the individual becoming an unwitting accomplice to the attack. Next-generation threats are also persistent and can perform malicious activity over a significantly longer period of time by remaining in the network and spreading undetected across devices for a specific period of time before conducting their activity, thereby resulting in higher damage potential. An additional level of complexity created by these threats is that they can target all primary entry points of a network by launching advanced malware attacks at the organization through Web, email and file vectors. These attacks may also include “blended attacks” that target multiple vectors simultaneously to gain entry to an organization’s IT environment.

Next-generation threats are significantly more complex in the way they carry out their attacks. The threats formulate over multiple steps, and they are difficult to detect via legacy security technologies at each step. The typical next-generation attack lifecycle contains the following five steps:

1. **Initial Exploit:** An exploit is typically a small amount of seemingly harmless content, often just a few hundred bytes in size, that when inserted into vulnerable software can make the software execute code it was not programmed to run. The initial exploit phase is critical and occurs when cyber attackers take advantage of inherent vulnerabilities in widely used software and applications, such as Adobe Acrobat, Flash and Internet Explorer, to initially penetrate a victim system. The exploit is stealthy and its code can enter an organization even when a user does nothing more than visit a Web page that has been compromised. Importantly, this entire process happens within the compromised system’s random access memory and does not involve writing any files to the hard drive, making it almost impossible to detect with legacy security solutions that are focused on examining files and executables once they are written to the hard drive on a host computer.

2. **Malware Download:** Once the initial exploit is successful in penetrating a victim’s system, a larger malware program in the form of a file can be downloaded onto the hard drive of the compromised system. Because the download is initiated by seemingly innocuous software from inside the
organization and the malware file can be obfuscated to seem harmless, legacy security systems cannot detect the threat. As an example, the file can be presented as a .jpg (a picture) instead of an .exe (executable) file and therefore avoid detection by legacy security technologies designed to look for executables. In addition, the malware program is encrypted and the key to decrypt the file is only available in the exploit code. Therefore, only if a security product detects the initial exploit code, can it collect the key to decrypt, detect and block the larger malware program.

3. Callback and Establish Control: After the larger malware download is successful, it will initiate an outbound connection to an external command and control server operated by a threat actor. Once the program has successfully made a connection, the cyber attacker has full control over the compromised host. Many legacy security solutions do not analyze outbound traffic for malicious transmissions and destinations. Other solutions that attempt to detect malicious outbound transmissions can only find transmissions to known destination IP addresses of servers, and are not able to identify malicious transmissions to unknown destinations.

4. Data Exfiltration: Having established a secure connection with the command and control server, the malware will proceed to take control of the host computer as well as transfer sensitive data, such as intellectual property, credit card information, user credentials, and sensitive file content. Because legacy security solutions cannot detect any of the previous three steps—exploit, malware download and callback—they are unable to detect and block the outbound transfer of data.

5. Lateral Movement: At any point after the malware is downloaded, the malware may conduct reconnaissance across the network to locate other vulnerable systems, and then spread laterally to file shares located deep within the organization’s network to search for additional data that is valuable to exfiltrate. As the lateral movement is conducted within the enterprise, firewalls and other perimeter security solutions focused on blocking malicious traffic from entering an organization are not able to detect the movement of malware within the organization.

Existing Security Solutions Are Not Architected To Protect Against Next-Generation Threats

The evolving threat landscape has rendered traditional defenses incapable of protecting organizations against next-generation threats. This includes traditional and next-generation firewalls, which provide the ability to manage policies for network and application traffic but are not fundamentally designed to detect advanced cyber attacks in a granular and scalable fashion. In addition, although products like intrusion prevention systems, or IPS, anti-virus, or AV, whitelisting and Web filtering technologies were designed with the intent of detecting the full spectrum of cyber attacks, their signature-based approaches have left them increasingly unsuccessful in detecting and blocking next-generation threats.

Protecting Today’s IT Infrastructure Requires A Fundamentally Different Approach To Security

A solution to protect against next-generation threats needs to be built from the ground up and have the following key capabilities:

• detection and protection capability that overcomes the limitations of signature-based approaches;

• the ability to protect the organization’s infrastructure across multiple threat vectors;

• visibility into each stage of the attack life cycle and particularly the ability to detect and block attacks at the exploit phase;

• negligible false-positive rate, thereby allowing the organization’s IT infrastructure to be secure without hindering business productivity;

• the ability to scan all relevant traffic without noticeable degradation of network performance;
• the ability to dynamically leverage knowledge gained by prior threat analysis; and
• rapid deployment and streamlined management capabilities.

Our Solution

Our technology platform, built on our proprietary MVX engine, is able to identify and protect against known and unknown threats without relying on existing signature-based technologies employed by legacy IT security vendors and best-of-breed point solution vendors. The key benefits of our platform include:

• **Proprietary MVX engine to enable dynamic, real-time protection against next-generation threats.** Our virtual execution technology detonates Web objects and suspicious attachments within purpose-built virtual machine environments in order to detect and block the full array of next-generation threats. Our solution does not require a pre-existing signature of the threat to identify it.

• **Defense across primary vectors of attack.** Our broad product portfolio includes our Malware Protection System, or MPS, to protect against Web and email threat vectors as well as malware resident on file shares. We can also coordinate threat intelligence across all three vectors to further enhance our overall efficacy rates and protect against blended attacks.

• **Visibility of each stage of the attack life cycle and particularly the ability to detect and block attacks at the exploit phase.** Our platform enables a comprehensive, stage-by-stage analysis of next-generation threats, from initial system exploitation to data exfiltration and lateral movement. Furthermore, because we can watch the execution path of the initial exploit with a high degree of granularity, we have high detection accuracy at the exploit level.

• **High efficacy next-generation threat detection.** We can address hundreds of permutations of software versions targeted by advanced malware attacks by concurrently deploying thousands of virtual machines across an organization’s network, allowing us to monitor attempted exploits of multiple operating system and application versions and hundreds of object types at line speed. This approach allows for high detection efficacy with negligible false-positive rates, resulting in minimal disruption to the business and IT organization.

• **Real-time detection of all network traffic with negligible performance degradation.** Our high-performance virtual machine technology, working in concert with our DTI cloud and advanced heuristic algorithms, enables us to deliver industry-leading protection against next-generation threats. Our appliances are capable of operating in-line, providing comprehensive and highly accurate detection and protection without slowing down the network.

• **Global cloud-based data sharing within and across organizations.** Our Central Management System, or CMS, correlates threat information that is being generated by our software-based appliances and facilitates rapid sharing of information at a local implementation level and also across the organization. In addition, by sharing anonymous real-time global threat data through our DTI cloud, our customers have access to a system that leverages the network effects of a globally distributed, automated threat analysis network.

• **Rapid deployment and streamlined management capabilities.** Our solution is generally deployed in a few hours and most often finds existing next-generation threats immediately after deployment. Our CMS appliances offer rich management capabilities, such as coordinating software upgrades, automating the configuration of multiple appliances and presenting security data in an intuitive interface to facilitate reporting and auditing.

Our Market Opportunity

According to IDC, worldwide IT security spending in 2013 will be approximately $17.9 billion across firewalls, virtual private networking, Web security, unified threat management, intrusion detection and
prevention, messaging security and corporate endpoint security. While this spending is focused principally on traditional IT security products, we believe the rise in next-generation threats is creating significant new demand from organizations for products that offer advanced protection against this new threat paradigm. Gartner, Inc., a global market research firm, estimates that by 2020, 75% of enterprises’ information security budgets will be allocated for rapid detection and response approaches, up from less than 10% in 2012. We believe our platform is essential to protect these organizations against next-generation threats. As organizations seek new defenses against next-generation threats, we believe that our virtualization-based approach, which represents a paradigm shift from how IT security has been conducted in the past, will take an increasing share of IT security spending from the traditional enterprise IT security markets. Specifically, we believe this approach can be applied to initially supplement, and ultimately replace, any threat protection technology that utilizes a traditional signature-based approach. These markets consist of Web security ($2.4 billion), messaging security ($2.9 billion), intrusion detection and prevention ($2.1 billion) and corporate endpoint security ($4.2 billion), and aggregate to a total projected spending of $11.6 billion in 2013, in each case according to IDC.

Our Competitive Strengths

We have developed the following key competitive advantages that we believe will allow us to maintain and extend our leadership position:

• Leader in protecting organizations against the new breed of cyber attacks. We invented a purpose-built, virtual machine-based security solution that provides real-time protection against next-generation threats, and we believe we are a leader in the market.

• Platform built from the ground up to address next-generation threats. We were founded with the sole purpose of developing a platform to defend and block next-generation threats. Therefore, we developed a proprietary hypervisor (i.e., software that creates and runs virtual machines) and MVX engine to meet the specific challenges associated with high throughput processing of next-generation threats. Our MVX engine is designed to be undetectable by these new threats. We can run hundreds of permutations of files, operating systems, software versions, languages and applications to mimic desktop operating environments and force malicious software to reveal itself. In addition, our platform is scalable and can run over 1,000 concurrent virtual execution tasks on a single appliance to simultaneously detect multiple threats.

• Network effects from our customer base and DTI cloud. Our global customer base of over 1,100 end-customers can share threat data via our DTI cloud. This relationship between customers and differentiated threat intelligence drives a network effect around our company, leading additional customers to be increasingly attracted to the depth and breadth of our capabilities and intelligence.

• Strong management team with significant IT security expertise. We have a highly knowledgeable management team with extensive IT security expertise. Our team includes experts with a strong track record of developing the fundamental new technologies behind advanced malware detection.

• Comprehensive platform that enables modular deployment options. Our customers typically initially deploy our solution to provide either Web, email or file protection and in conjunction with existing security solutions. Once deployed, our customers can then deploy additional appliances to protect the first threat vector, as well as expand their level of protection to additional vectors to achieve end-to-end protection for the primary vectors for next-generation threats to enter.

• Significant technology lead. Our technology is recognized as innovative and is protected by, among other things, a combination of copyright, trademark and trade secret laws; confidentiality procedures and contractual provisions; and a patent portfolio including five issued and 43 pending U.S. patents.

1 See note (1) in “Market and Industry Data.”
Our Strategy

Our objective is to be the global leader in virtual machine-based security solutions for the entire IT security market. The key elements of our growth strategy include:

- **Invest in research and development efforts to extend our technology leadership.** We plan to build upon our current performance and current technology leadership to enhance our product capabilities, such as protecting new threat vectors and providing focused solutions for certain markets, such as small and medium-sized enterprises and service providers.

- **Expand our sales organization to acquire new customers.** We intend to continue to invest in our sales organization around the globe as we pursue larger enterprise and government opportunities outside of the United States.

- **Expand our channel relationship and develop our partner ecosystem.** We have established a distribution channel program that, as of June 30, 2013, had approximately 400 channel partners worldwide. We intend to continue adding distributors and resellers and incentivizing them to drive greater sales to enable us to further leverage our internal sales organization.

- **Drive greater penetration into our customer base.** Typically, customers initially deploy our platform to protect a portion of their IT infrastructure against one type of security threat, such as Web-based threats. We see a significant opportunity to upsell and cross sell additional products, subscriptions and services as our customers realize the increasing value of our platform.

- **Leverage our innovative virtual machine technology in additional product markets.** We intend to apply our purpose-built virtual machine security engine to any threat protection technology that utilizes a traditional signature-based approach, such as intrusion prevention, corporate endpoint security and related mobile security markets.

Risks Associated With Our Business

Our business is subject to numerous risks and uncertainties, including those highlighted in the section entitled “Risk Factors” immediately following this prospectus summary. These risks include, among others, the following:

- if the IT security market does not continue to adopt our virtual machine-based security platform, our sales will not grow as quickly as anticipated, or at all, and our business, results of operations and financial condition would be harmed;

- our limited operating history makes it difficult to evaluate our current business and prospects and may increase the risks associated with your investment;

- if we do not effectively expand and train our direct sales force, we may be unable to add new customers or increase sales to our existing customers, and our business will be adversely affected;

- if we fail to effectively manage our growth, our business, financial condition and results of operations would be harmed;

- fluctuating economic conditions make it difficult to predict revenue for a particular period, and a shortfall in revenue may harm our operating results;

- our results of operations are likely to vary significantly from period to period, which could cause the trading price of our common stock to decline; and

- our directors, executive officers and each of our stockholders who owns greater than 5% of our outstanding common stock, in the aggregate, will beneficially own approximately % of the outstanding shares of our common stock after the completion of this offering, which could limit your ability to influence the outcome of key transactions, including a change of control.
Corporate Information

Our principal executive offices are located at 1440 McCarthy Blvd., Milpitas, California 95035, and our telephone number is (408) 321-6300. Our Website address is www.fireeye.com. Information contained on, or that can be accessed through, our Website is not incorporated by reference into this prospectus, and you should not consider information on our Website to be part of this prospectus. We were incorporated in Delaware in February 2004 under the name NetForts, Inc., and changed our name to FireEye, Inc. in September 2005.

The mark “FireEye” and the FireEye design logo are the property of FireEye, Inc. This prospectus contains additional trade names, trademarks, and service marks of other companies, and such tradenames, trademarks and service marks are the property of their respective owners. We do not intend our use or display of other companies’ trade names, trademarks, or service marks to imply a relationship with, or endorsement or sponsorship of us by, these other companies.

Emerging Growth Company

The Jumpstart Our Business Startups Act, or the JOBS Act, was enacted in April 2012 with the intention of encouraging capital formation in the United States and reducing the regulatory burden on newly public companies that qualify as “emerging growth companies.” We are an emerging growth company within the meaning of the JOBS Act. As an emerging growth company, we may take advantage of certain exemptions from various public reporting requirements, including the requirement that our internal control over financial reporting be audited by our independent registered public accounting firm pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, certain requirements related to the disclosure of executive compensation in this prospectus and in our periodic reports and proxy statements, and the requirement that we hold a nonbinding advisory vote on executive compensation and any golden parachute payments. We may take advantage of these exemptions until we are no longer an emerging growth company.

We will remain an emerging growth company until the earliest to occur of (i) the last day of the fiscal year in which we have more than $1.0 billion in annual revenue; (ii) the date we qualify as a “large accelerated filer,” with at least $700 million of equity securities held by non-affiliates; (iii) the date on which we have issued, in any three-year period, more than $1.0 billion in non-convertible debt securities; and (iv) the last day of the fiscal year ending after the fifth anniversary of the completion of this offering.

For certain risks related to our status as an emerging growth company, see “Risk Factors—Risks Related to this Offering, the Securities Markets and Ownership of Our Common Stock—We are an ‘emerging growth company,’” and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.”
THE OFFERING

Common stock offered by us shares
Over-allotment option being offered by us shares
Common stock to be outstanding after this offering shares (shares, if the underwriters exercise their over-allotment option in full)

Use of proceeds

We estimate that the net proceeds from this offering will be approximately $ , based on an assumed initial public offering price of $ per share, the midpoint of the price range reflected on the cover page of this prospectus. We intend to use the net proceeds we receive from this offering for general corporate purposes, including headcount expansion, working capital, sales and marketing activities, product development, general and administrative matters and capital expenditures. We also may use a portion of the net proceeds from this offering to acquire or invest in technologies, solutions or businesses that complement our business, although we have no present commitments to complete any such transactions at this time. See “Use of Proceeds.”

Proposed symbol

“FEYE”

The number of shares of our common stock to be outstanding after this offering is based on 102,295,849 shares of our common stock outstanding as of June 30, 2013, and excludes:

• 20,433,497 shares of common stock issuable upon the exercise of stock options outstanding as of June 30, 2013, with a weighted-average exercise price of $3.75 per share;
• 1,253,000 shares of common stock issuable upon the exercise of stock options granted after June 30, 2013 with a weighted-average exercise price of $10.25 per share;
• 483,000 shares of common stock issuable upon the vesting of restricted stock units outstanding as of June 30, 2013;
• 23,711 shares of restricted common stock granted after June 30, 2013;
• 615,790 shares of common stock issuable upon the exercise of convertible preferred stock warrants outstanding as of June 30, 2013, with a weighted-average exercise price of $0.8151 per share; and
• shares of common stock reserved for future grant or issuance under our stock-based compensation plans, consisting of:
  • 2,042,630 shares of common stock as of June 30, 2013 reserved for future grants under our 2008 Stock Plan, which shares will be added to the shares to be reserved under our 2013 Equity Incentive Plan, which will become effective in connection with this offering;
  • shares of common stock reserved for future grants under our 2013 Equity Incentive Plan;
  • shares of common stock reserved for future issuance under our 2013 Employee Stock Purchase Plan, which will become effective in connection with this offering; and
  • any shares of common stock that become available subsequent to this offering under our 2013 Equity Incentive Plan and 2013 Employee Stock Purchase Plan pursuant to provisions thereof that
automatically increase the share reserves under such plans each year, as more fully described in “Executive Compensation —Employee Benefit and Stock Plans.”

Except for historical financial statements and as otherwise indicated, all information in this prospectus assumes:

• the effectiveness of our amended and restated certificate of incorporation as of immediately prior to the completion of this offering;
• the automatic conversion of all shares of our convertible preferred stock outstanding as of June 30, 2013 into an aggregate of 74,221,533 shares of common stock immediately prior to the completion of this offering;
• the automatic conversion of all outstanding warrants exercisable for shares of our convertible preferred stock as of June 30, 2013 into warrants exercisable for shares of common stock upon the completion of this offering;
• no exercise of outstanding stock options or warrants subsequent to June 30, 2013; and
• no exercise of the underwriters’ over-allotment option.
The summary consolidated statements of operations data presented below for the years ended December 31, 2010, 2011 and 2012 are derived from audited consolidated financial statements included elsewhere in this prospectus. The summary consolidated statements of operations data presented below for the six months ended June 30, 2012 and 2013, and the consolidated balance sheet data as of June 30, 2013, are derived from unaudited interim consolidated financial statements included elsewhere in this prospectus. The unaudited interim consolidated financial statements were prepared on a basis consistent with our audited consolidated financial statements and, in the opinion of management, include all adjustments of a normal, recurring nature that are necessary for the fair presentation of the financial statements. The following summary consolidated financial data should be read with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected for the full fiscal year or any period in the future.

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31</th>
<th>Six Months Ended June 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
</tr>
<tr>
<td><strong>Consolidated Statements of Operations Data:</strong></td>
<td>(In thousands, except per share data)</td>
<td></td>
</tr>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>$ 9,270</td>
<td>$ 24,888</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>2,495</td>
<td>8,770</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>11,765</td>
<td>33,658</td>
</tr>
<tr>
<td><strong>Cost of revenue:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>2,054</td>
<td>5,690</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>277</td>
<td>1,590</td>
</tr>
<tr>
<td><strong>Total cost of revenue</strong></td>
<td>2,331</td>
<td>7,280</td>
</tr>
<tr>
<td><strong>Total gross profit</strong></td>
<td>9,434</td>
<td>26,378</td>
</tr>
<tr>
<td><strong>Operating expenses:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research and development(1)</td>
<td>5,291</td>
<td>7,275</td>
</tr>
<tr>
<td>Sales and marketing(1)</td>
<td>11,357</td>
<td>30,389</td>
</tr>
<tr>
<td>General and administrative(1)</td>
<td>1,943</td>
<td>4,428</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td>18,591</td>
<td>42,092</td>
</tr>
<tr>
<td><strong>Operating loss</strong></td>
<td>(9,157)</td>
<td>(15,711)</td>
</tr>
<tr>
<td>Interest income</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td><strong>Interest expense</strong></td>
<td>(158)</td>
<td>(194)</td>
</tr>
<tr>
<td>Other expense, net</td>
<td>(156)</td>
<td>(806)</td>
</tr>
<tr>
<td><strong>Loss before income taxes</strong></td>
<td>(9,468)</td>
<td>(16,711)</td>
</tr>
<tr>
<td>Provision for (benefit from) income taxes</td>
<td>13</td>
<td>71</td>
</tr>
<tr>
<td><strong>Net loss attributable to common stockholders</strong></td>
<td>$(9,481)</td>
<td>$(16,782)</td>
</tr>
<tr>
<td><strong>Net loss per share attributable to common stockholders, basic and diluted</strong></td>
<td>$(1.30)</td>
<td>$(1.99)</td>
</tr>
<tr>
<td><strong>Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted</strong></td>
<td>7,271</td>
<td>8,447</td>
</tr>
<tr>
<td><strong>Pro forma net loss per share attributable to common stockholders, basic and diluted</strong></td>
<td>$(0.39)</td>
<td>$ (0.70)</td>
</tr>
<tr>
<td><strong>Pro forma weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted</strong></td>
<td>84,664</td>
<td>91,098</td>
</tr>
</tbody>
</table>
(1) Includes stock-based compensation expense as follows:

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31</th>
<th>Six Months Ended June 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
</tr>
<tr>
<td>Cost of product revenue</td>
<td>$ 4</td>
<td>$ 39</td>
</tr>
<tr>
<td>Research and development</td>
<td>60</td>
<td>148</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>63</td>
<td>360</td>
</tr>
<tr>
<td>General and administrative</td>
<td>10</td>
<td>168</td>
</tr>
<tr>
<td><strong>Total stock-based compensation expense</strong></td>
<td><strong>$137</strong></td>
<td><strong>$715</strong></td>
</tr>
</tbody>
</table>

Our consolidated balance sheet as of June 30, 2013 is presented on:

- an actual basis;
- a pro forma basis, giving effect to the automatic conversion of all outstanding shares of our convertible preferred stock into 74,221,533 shares of common stock, the related reclassification of the preferred stock warrant liability to additional paid-in capital and the effectiveness of our amended and restated certificate of incorporation as of immediately prior to the completion of this offering, as if such conversion had occurred and our amended and restated certificate of incorporation had become effective on June 30, 2013; and
- a pro forma as adjusted basis, giving effect to the pro forma adjustments and the sale of shares of common stock by us in this offering, based on an assumed initial public offering price of $ per share, the midpoint of the price range reflected on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma as adjusted information set forth in the table below is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

<table>
<thead>
<tr>
<th></th>
<th>As of June 30, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
</tr>
<tr>
<td></td>
<td>(In thousands)</td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$54,085</td>
</tr>
<tr>
<td>Working capital, excluding deferred revenue and costs</td>
<td>41,507</td>
</tr>
<tr>
<td>Total assets</td>
<td>139,487</td>
</tr>
<tr>
<td>Total deferred revenue</td>
<td>102,585</td>
</tr>
<tr>
<td>Total long-term debt, current portion</td>
<td>—</td>
</tr>
<tr>
<td>Total long-term debt, non-current portion</td>
<td>20,000</td>
</tr>
<tr>
<td>Preferred stock warrant liability</td>
<td>6,507</td>
</tr>
<tr>
<td>Total stockholders’ deficit</td>
<td>(45,046)</td>
</tr>
</tbody>
</table>

(1) Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range reflected on the cover page of this prospectus, would increase (decrease) our cash and cash equivalents, working capital, total assets and total stockholders’ equity by approximately $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.
<table>
<thead>
<tr>
<th>Key Business Metrics:</th>
<th>Year Ended or as of December 31,</th>
<th>Six Months Ended June 30,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
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<td>Product revenue</td>
<td>$ 9,270</td>
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<td>8,770</td>
</tr>
<tr>
<td>Total revenue</td>
<td>$11,765</td>
<td>$33,658</td>
</tr>
<tr>
<td>Year-over-year percentage increase</td>
<td>617%</td>
<td>186%</td>
</tr>
<tr>
<td>Gross margin percentage</td>
<td>80%</td>
<td>78%</td>
</tr>
<tr>
<td>Deferred revenue, current portion at period end(1)</td>
<td>$ 3,518</td>
<td>$16,215</td>
</tr>
<tr>
<td>Deferred revenue, non-current portion at period end</td>
<td>$ 2,748</td>
<td>$13,887</td>
</tr>
<tr>
<td>Net cash provided by (used in) operating activities (2)</td>
<td>$ (6,701)</td>
<td>$ 5,111</td>
</tr>
<tr>
<td>Free cash flow (non-GAAP)(3)</td>
<td>$ (8,259)</td>
<td>$(106)</td>
</tr>
</tbody>
</table>

(1) Our deferred revenue consists of amounts that have been invoiced but have not yet been recognized as revenue as of the period end. The majority of our deferred revenue balance consists of the unamortized portion of revenue from sales of our Email MPS, subscriptions to our DTI cloud and Email MPS Attachment/URL engine, and support and maintenance contracts. Because invoiced amounts for subscriptions and services can be for multiple years, we classify our deferred revenue as current or non-current depending on when we expect to recognize the related revenue. If the deferred revenue is expected to be recognized within 12 months, it is classified as current. Otherwise, the deferred revenue is classified as non-current. We monitor our deferred revenue balance because it represents a significant portion of revenue to be recognized in future periods.

(2) We monitor cash flow provided by (used in) operating activities as a measure of our overall business performance. Our cash flow provided by (used in) operating activities is driven in large part by sales of our products and from up-front payments for both new and renewal contracts for subscription and support and maintenance. Monitoring cash flow provided by (used in) operating activities enables us to analyze our financial performance without the non-cash effects of certain items such as depreciation, amortization, and stock-based compensation costs, thereby allowing us to better understand and manage the cash needs of our business.

(3) We define free cash flow as net cash provided by operating activities less purchases of property and equipment and demonstration units. We consider free cash flow to be a liquidity measure that provides useful information to management and investors about the amount of cash generated by the business that, after the purchases of property and equipment and demonstration units, can be used for strategic opportunities, including investing in our business, making strategic acquisitions, and strengthening the balance sheet. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Business Metrics” for more information and a reconciliation of free cash flow to cash flow provided by (used in) operating activities, the most directly comparable financial measure calculated and presented in accordance with U.S. generally accepted accounting principles, or GAAP.
RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this prospectus, including our consolidated financial statements and related notes, before investing in our common stock. If any of the following risks are realized, in whole or in part, our business, financial condition, results of operations and prospects could be materially and adversely affected. In that event, the price of our common stock could decline, and you could lose part or all of your investment.

Risks Related to Our Business and Our Industry

If the IT security market does not continue to adopt our virtual machine-based security platform, our sales will not grow as quickly as anticipated, or at all, and our business, results of operations and financial condition would be harmed.

We are seeking to disrupt the IT security market with our virtual machine-based security platform. Our platform interoperates with but does not replace most signature-based IT security products. Enterprises and governments that use signature-based security products, such as firewalls, intrusion prevention systems, or IPS, anti-virus, or AV, and Web and messaging gateways, for their IT security may be hesitant to purchase our virtual machine-based security platform if they believe that signature-based products are more cost effective, provide substantially the same functionality as our platform or provide a level of IT security that is sufficient to meet their needs. Currently, most enterprises and governments have not allocated a fixed portion of their budgets to protect against next-generation advanced cyber attacks. As a result, to expand our customer base, we need to convince potential customers to allocate a portion of their discretionary budgets to purchase our platform. However, even if we are successful in doing so, any future deterioration in general economic conditions may cause our customers to cut their overall IT spending, and such cuts may fall disproportionately on products and services like ours, for which no fixed budgetary allocation has been made. If we do not succeed in convincing customers that our platform should be an integral part of their overall approach to IT security and that a fixed portion of their annual IT budgets should be allocated to our platform, our sales will not grow as quickly as anticipated, or at all, which would have an adverse impact on our business, results of operations and financial condition.

Even if there is significant demand for virtual machine-based security solutions like ours, if our competitors include functionality that is, or is perceived to be, better than or equivalent to that of our platform in signature-based or other products that are already generally accepted as necessary components of an organization’s IT security architecture, we may have difficulty increasing the market penetration of our platform. Furthermore, even if the functionality offered by other IT security providers is different and more limited than the functionality of our platform, organizations may elect to accept such limited functionality in lieu of adding products from additional vendors like us.

If enterprises and governments do not continue to adopt our virtual machine-based security platform for any of the reasons discussed above, our sales would not grow as quickly as anticipated, or at all, and our business, results of operations and financial condition would be harmed.

Our limited operating history makes it difficult to evaluate our current business and prospects and may increase the risks associated with your investment.

We were founded in 2004, and our first commercially successful product was our Web Malware Protection System, or Web MPS, which we first shipped in 2008. We expanded our platform in 2011 and 2012 to include Email MPS and File MPS, respectively. The majority of our revenue growth began in 2010. Our limited operating history makes it difficult to evaluate our current business and prospects and plan for and model our future growth. We have encountered and will continue to encounter risks and uncertainties frequently encountered by rapidly growing companies in developing markets. If our assumptions regarding these risks and
uncertainties are incorrect or change in response to changes in the IT security market, our results of operations and financial results could differ materially from our plans and forecasts. Although we have experienced rapid growth for the past several years, there is no assurance that such growth will continue. Any success we may experience in the future will depend in large part on our ability to, among other things:

- maintain and expand our customer base and the ways in which customers use our platform;
- expand revenue from existing customers through increased or broader use of our platform within their organizations;
- convince customers to allocate a fixed portion of their annual IT budgets to our platform;
- improve the performance and capabilities of our platform through research and development;
- effectively expand our business domestically and internationally, which will require that we rapidly expand our sales force and fill key management positions, particularly internationally; and
- successfully compete with other companies that currently provide, or may in the future provide, solutions like ours that protect against next-generation advanced cyber attacks.

If we are unable to achieve our key objectives, including the objectives listed above, our business and results of operations will be adversely affected and the fair market value of our common stock could decline.

If we do not effectively expand and train our direct sales force, we may be unable to add new customers or increase sales to our existing customers, and our business will be adversely affected.

We continue to be substantially dependent on our direct sales force to obtain new customers and increase sales with existing customers. There is significant competition for sales personnel with the skills and technical knowledge that we require. Our ability to achieve significant revenue growth will depend, in large part, on our success in recruiting, training and retaining sufficient numbers of sales personnel to support our growth, particularly in international markets. New hires require significant training and may take significant time before they achieve full productivity. Our recent hires and planned hires may not become productive as quickly as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals in the markets where we do business or plan to do business. In addition, because we continue to grow rapidly, a large percentage of our sales force is new to our company. If we are unable to hire and train a sufficient number of effective sales personnel, or the sales personnel we hire are not successful in obtaining new customers or increasing sales to our existing customer base, our business will be adversely affected.

If we fail to effectively manage our growth, our business, financial condition and results of operations would be harmed.

Our headcount increased from more than 175 employees as of December 31, 2011 to 932 employees as of June 30, 2013, and we expect our headcount to continue to grow rapidly. In addition, our number of end-customers increased from more than 425 to more than 1,100 over the same period. This rapid growth has placed significant demands on our management and our operational and financial infrastructure. To improve our infrastructure, we have recently implemented a new enterprise resource planning system, including revenue recognition and management software, and we plan to implement additional systems. There is no assurance that we will be able to successfully scale improvements to our enterprise resource planning system or other systems and processes in a manner that keeps pace with our growth or that such systems will be effective in preventing or detecting errors, omissions or fraud.

As part of our efforts to improve our internal systems, processes and controls, we have licensed technology from third parties. The support services available for such third-party technology is outside of our control and may be negatively affected by consolidation in the software industry. In addition, if we do not receive adequate support for the software underlying our systems, processes and controls, our ability to provide products and

15
services to our customers in a timely manner may be impaired, which may cause us to lose customers, limit us to smaller deployments of our platform or increase our technical support costs.

To manage this growth effectively, we must continue to improve our operational, financial and management systems and controls by, among other things:

- effectively attracting, training and integrating a large number of new employees, particularly members of our sales and management teams;
- further improving our key business applications, processes and IT infrastructure, including our data centers, to support our business needs;
- enhancing our information and communication systems to ensure that our employees and offices around the world are well coordinated and can effectively communicate with each other and our growing base of channel partners and customers;
- improving our internal control over financial reporting and disclosure controls and procedures to ensure timely and accurate reporting of our operational and financial results; and
- appropriately documenting our IT systems and business processes.

These and other improvements in our systems and controls will require significant capital expenditures and the allocation of valuable management and employee resources. If we fail to implement these improvements effectively, our ability to manage our expected growth, ensure uninterrupted operation of key business systems and comply with the rules and regulations applicable to public reporting companies would be impaired, and our business, financial condition and results of operations would be harmed.

**Fluctuating economic conditions make it difficult to predict revenue for a particular period, and a shortfall in revenue may harm our operating results.**

Our revenue depends significantly on general economic conditions and the demand for products in the IT security market. Economic weakness, customer financial difficulties, and constrained spending on IT security may result in decreased revenue and earnings. Such factors could make it difficult to accurately forecast our sales and operating results and could negatively affect our ability to provide accurate forecasts to our contract manufacturers and manage our contract manufacturer relationships and other expenses. In addition, concerns regarding the impact of the U.S. federal sequestration on the IT budgets of various agencies of the U.S. government, as well as continued budgetary challenges in the United States and Europe and geopolitical turmoil in many parts of the world have and may continue to put pressure on global economic conditions and overall spending on IT security. Currently, most enterprises and governments have not allocated a fixed portion of their budgets to protect against next-generation advanced cyber attacks. If we do not succeed in convincing customers that our platform should be an integral part of their overall approach to IT security and that a fixed portion of their annual IT budgets should be allocated to our platform, general reductions in IT spending by our customers are likely to have a disproportionate impact on our business, results of operations and financial condition. General economic weakness may also lead to longer collection cycles for payments due from our customers, an increase in customer bad debt, restructuring initiatives and associated expenses, and impairment of investments. Furthermore, the continued weakness and uncertainty in worldwide credit markets, including the sovereign debt situation in certain countries in the European Union, may adversely impact the ability of our customers to adequately fund their expected capital expenditures, which could lead to delays or cancellations of planned purchases of our platform.

Uncertainty about future economic conditions also makes it difficult to forecast operating results and to make decisions about future investments. Future or continued economic weakness for us or our customers, failure of our customers and markets to recover from such weakness, customer financial difficulties, and reductions in spending on IT security could have a material adverse effect on demand for our platform and consequently on our business, financial condition and results of operations.
Our results of operations are likely to vary significantly from period to period, which could cause the trading price of our common stock to decline.

Our results of operations have varied significantly from period to period, and we expect that our results of operations will continue to vary as a result of a number of factors, many of which are outside of our control and may be difficult to predict, including:

- our ability to attract and retain new customers;
- the budgeting cycles, seasonal buying patterns and purchasing practices of customers;
- the timing of shipments of our products and length of our sales cycles;
- changes in customer or reseller requirements or market needs;
- changes in the growth rate of the IT security market, particularly the market for threat protection solutions like ours that target next-generation advanced cyber attacks;
- the timing and success of new product and service introductions by us or our competitors or any other change in the competitive landscape of the IT security market, including consolidation among our customers or competitors;
- the level of awareness of IT security threats, particularly advanced cyber attacks, and the market adoption of our platform;
- deferral of orders from customers in anticipation of new products or product enhancements announced by us or our competitors;
- our ability to successfully expand our business domestically and internationally;
- reductions in customer renewal rates for our subscriptions;
- decisions by organizations to purchase IT security solutions from larger, more established security vendors or from their primary IT equipment vendors;
- changes in our pricing policies or those of our competitors;
- any disruption in, or termination of, our relationship with channel partners;
- decreases in our customers’ subscription renewal rates;
- our inability to fulfill our customers’ orders due to supply chain delays or events that impact our manufacturers or their suppliers;
- insolvency or credit difficulties confronting our customers, affecting their ability to purchase or pay for our products, subscriptions and services, or confronting our key suppliers, particularly our sole source suppliers, which could disrupt our supply chain;
- the cost and potential outcomes of existing and future litigation;
- seasonality in our business;
- general economic conditions, both domestic and in our foreign markets;
- future accounting pronouncements or changes in our accounting policies or practices;
- the amount and timing of operating costs and capital expenditures related to the expansion of our business;
- a change in our mix of products, subscriptions and services; and
- increases or decreases in our expenses caused by fluctuations in foreign currency exchange rates.

Any of the above factors, individually or in the aggregate, may result in significant fluctuations in our financial and other operating results from period to period. As a result of this variability, our historical results of
operations should not be relied upon as an indication of future performance. Moreover, this variability and unpredictability could result in our failure to meet our operating plan or the expectations of investors or analysts for any period. If we fail to meet such expectations for these or other reasons, the market price of our common stock could fall substantially, and we could face costly lawsuits, including securities class action suits.

**We have had operating losses each year since our inception, and may not achieve or maintain profitability in the future.**

We have incurred operating losses each year since 2004, including net losses of $9.5 million, $16.8 million and $35.8 million in 2010, 2011 and 2012, respectively, and $14.3 million and $67.2 million in the six months ended June 30, 2012 and 2013, respectively. We expect our operating expenses to increase in the future as we expand our sales and marketing efforts and continue to invest in research and development of our technologies. These efforts may be more costly than we expect, and we may not be able to increase our revenue to offset our increased operating expenses. Our revenue growth may slow or our revenue may decline for a number of other reasons, including reduced demand for our platform, increased competition, a decrease in the growth or size of the IT security market, particularly the market for solutions that target the next generation of advanced cyber attacks, or any failure to capitalize on growth opportunities. Any failure to increase our revenue as we grow our business could prevent us from achieving or maintaining profitability. If we are unable to meet these risks and challenges as we encounter them, our business, financial condition and results of operations may suffer.

**We expect our revenue growth rate to decline, and as our costs increase, we may not be able to generate sufficient revenue to achieve and maintain profitability over the long term.**

From the year ended December 31, 2009 to the year ended December 31, 2012, our revenue grew from $1.6 million to $83.3 million, which represents a compounded annual growth rate of approximately 167%. We expect that, to the extent our revenue increases to higher levels, our revenue growth rate will decline, and we may not be able to generate sufficient revenue to achieve or maintain profitability. We also expect our costs to increase in future periods, which could negatively affect our future operating results if our revenue does not increase. In particular, we expect to continue to expend substantial financial and other resources on:

- research and development related to our platform, including investments in our research and development team;
- sales and marketing, including a significant expansion of our sales organization, particularly in international markets;
- international expansion of our business;
- expansion of our professional services organization; and
- general administration expenses, including legal and accounting expenses related to being a public company.

These investments may not result in increased revenue or growth in our business. If we are unable to increase our revenue at a rate sufficient to offset the expected increase in our costs, our business, financial position and results of operations will be harmed, and we may not be able to achieve or maintain profitability over the long term.

**Seasonality may cause fluctuations in our revenue.**

We believe there are significant seasonal factors that may cause us to record higher revenue in some quarters compared with others. We believe this variability is largely due to our customers’ budgetary and spending patterns, as many customers spend the unused portions of their discretionary budgets prior to the end of their fiscal years. For example, we have historically recorded our highest level of revenue in our fourth quarter, which we believe corresponds to the fourth quarter of a majority of our customers. Similarly, we have historically recorded our second-highest level of revenue in our third quarter, which corresponds to the fourth
quarter of U.S. federal agencies and other customers in the U.S. federal government. In addition, our rapid growth rate over the last couple years may have made seasonal fluctuations more difficult to detect. If our rate of growth slows over time, seasonal or cyclical variations in our operations may become more pronounced, and our business, results of operations and financial position may be adversely affected.

**We face intense competition and could lose market share to our competitors, which could adversely affect our business, financial condition and results of operations.**

The market for security products and services is intensely competitive and characterized by rapid changes in technology, customer requirements, industry standards and frequent new product introductions and improvements. We anticipate continued challenges from current competitors, which in many cases are more established and enjoy greater resources than us, as well as by new entrants into the industry. If we are unable to anticipate or effectively react to these competitive challenges, our competitive position could weaken, and we could experience a decline in our growth rate or revenue that could adversely affect our business and results of operations.

Our competitors and potential competitors include large networking vendors such as Cisco Systems, Inc. and Juniper Networks, Inc. that may emulate or integrate virtual-machine features similar to ours into their own products; large companies such as Intel, IBM, and HP that have acquired large IT security specialist vendors in recent years and have the technical and financial resources and broad customer bases needed to bring competitive solutions to the market; independent IT security vendors such as Sourcefire (which recently announced its pending acquisition by Cisco Systems, Inc.) and Palo Alto Networks that offer products that claim to perform similar functions to our platform; and small and large companies that offer point solutions that compete with some of the features present in our platform. Many of our existing competitors have, and some of our potential competitors could have, substantial competitive advantages such as:

- greater name recognition, longer operating histories and larger customer bases;
- larger sales and marketing budgets and resources;
- broader distribution and established relationships with channel and distribution partners and customers;
- greater customer support resources;
- greater resources to make acquisitions;
- lower labor and research and development costs;
- larger and more mature intellectual property portfolios; and
- substantially greater financial, technical and other resources.

In addition, some of our larger competitors have substantially broader product offerings and may be able to leverage their relationships with distribution partners and customers based on other products or incorporate functionality into existing products to gain business in a manner that discourages users from purchasing our products, subscriptions and services, including by selling at zero or negative margins, product bundling or offering closed technology platforms. Potential customers may also prefer to purchase from their existing suppliers rather than a new supplier regardless of product performance or features. As a result, even if the features of our platform are superior, customers may not purchase our products. In addition, new innovative start-up companies, and larger companies that are making significant investments in research and development, may invent similar or superior products and technologies that compete with our platform. Our current and potential competitors may also establish cooperative relationships among themselves or with third parties that may further enhance their resources. If we are unable to compete successfully, or if competing successfully requires us to take costly actions in response to the actions of our competitors, our business, financial condition and results of operations could be adversely affected.
Our sales cycles can be long and unpredictable, and our sales efforts require considerable time and expense. As a result, our sales and revenue are difficult to predict and may vary substantially from period to period, which may cause our results of operations to fluctuate significantly.

Our results of operations may fluctuate, in part, because of the resource intensive nature of our sales efforts, the length and variability of our sales cycle and the short-term difficulty in adjusting our operating expenses. Our results of operations depend in part on sales to large organizations. The length of our sales cycle, from proof of concept to delivery of and payment for our platform, is typically three to six months but can be more than a year. To the extent our competitors develop products that our prospective customers view as equivalent to ours, our average sales cycle may increase. Because the length of time required to close a sale varies substantially from customer to customer, it is difficult to predict exactly when, or even if, we will make a sale with a potential customer. As a result, large individual sales have, in some cases, occurred in quarters subsequent to those we anticipated, or have not occurred at all. The loss or delay of one or more large transactions in a quarter could impact our results of operations for that quarter and any future quarters for which revenue from that transaction is delayed. As a result of these factors, it is difficult for us to forecast our revenue accurately in any quarter. Because a substantial portion of our expenses are relatively fixed in the short term, our results of operations will suffer if our revenue falls below our or analysts’ expectations in a particular quarter, which could cause the price of our common stock to decline.

Reliance on shipments at the end of each quarter could cause our revenue for the applicable period to fall below expected levels.

As a result of customer buying patterns and the efforts of our sales force and channel partners to meet or exceed their sales objectives, we have historically received a substantial portion of sales orders and generated a substantial portion of revenue during the last few weeks of each quarter. A significant interruption in our IT systems, which manage critical functions such as order processing, revenue recognition, financial forecasts, inventory and supply chain management, and trade compliance reviews, could result in delayed order fulfillment and decreased revenue for that quarter. If expected revenue at the end of any quarter is delayed for any reason, including the failure of anticipated purchase orders to materialize, our logistics or channel partners’ inability to ship products prior to quarter-end to fulfill purchase orders received near the end of the quarter, our failure to manage inventory to meet demand, our inability to release new products on schedule, any failure of our systems related to order review and processing, or any delays in shipments based on trade compliance requirements, our revenue for that quarter could fall below our expectations and the estimates of market analysts, which could adversely impact our business and results of operations and cause a decline in the trading price of our common stock.

If we do not accurately anticipate and respond promptly to changes in our customers’ technologies, business plans or security needs, our competitive position and prospects could be harmed.

Many of our customers operate in markets characterized by rapidly changing technologies and business plans, which require them to add numerous network access points and adapt to increasingly complex IT networks, incorporating a variety of hardware, software applications, operating systems and networking protocols. As their technologies and business plans grow more complex, we expect these customers to face new and increasingly sophisticated methods of attack. We face significant challenges in ensuring that our platform effectively identifies and responds to these advanced and evolving attacks without disrupting our customers’ network performance. As a result of the continued rapid innovations in the technology industry, including the rapid growth of smart phones, tablets and other devices and the trend of “bring your own device” in enterprises, we expect the networks of our customers to continue to change rapidly and become more complex.

We have identified a number of new products and enhancements to our platform that we believe are important to our continued success in the IT security market. There can be no assurance that we will be successful in developing and marketing, on a timely basis, such new products or enhancements, or that our new products or enhancements will adequately address the changing needs of the marketplace. In addition, some of our new products and enhancements may require us to develop new hardware architectures that involve complex, expensive
and time-consuming research and development processes. Although the market expects rapid introduction of new products and enhancements to respond to new threats, the development of these products and enhancements is difficult and the timetable for commercial release and availability is uncertain, as there can be significant time lags between initial beta releases and the commercial availability of new products and enhancements. We may experience unanticipated delays in the availability of new products and enhancements to our platform and fail to meet customer expectations with respect to the timing of such availability. If we do not quickly respond to the rapidly changing and rigorous needs of our customers by developing, releasing and making available on a timely basis new products and enhancements to our platform that can adequately respond to advanced threats and our customers’ needs, our competitive position and business prospects will be harmed. Furthermore, from time to time, we or our competitors may announce new products with capabilities or technologies that could have the potential to replace or shorten the life cycles of our existing products. There can be no assurance that announcements of new products will not cause customers to defer purchasing our existing products.

Additionally, the process of developing new technology is expensive, complex and uncertain. The success of new products and enhancements depends on several factors, including appropriate component costs, timely completion and introduction, differentiation of new products and enhancements from those of our competitors, and market acceptance. To maintain our competitive position, we must continue to commit significant resources to developing new products or enhancements to our platform before knowing whether these investments will be cost-effective or achieve the intended results. There can be no assurance that we will successfully identify new product opportunities, develop and bring new products or enhancements to market in a timely manner, or achieve market acceptance of our platform, or that products and technologies developed by others will not render our platform obsolete or noncompetitive. If we expend significant resources on researching and developing products or enhancements to our platform and such products or enhancements are not successful, our business, financial position and results of operations may be adversely affected.

Disruptions or other business interruptions that affect the availability of our Dynamic Threat Intelligence, or DTI, cloud could adversely impact our customer relationships as well as our overall business.

When a customer purchases one or more of our MPS appliances, it must also purchase a subscription to our DTI cloud for a term of either one or three years. Our DTI cloud enables global sharing of threat intelligence uploaded by any of our customers’ cloud-connected FireEye appliances. Our data center and networks may experience technical failures and downtime, may fail to distribute appropriate updates, or may fail to meet the increased requirements of a growing customer base, any of which could temporarily or permanently expose our customers’ networks, leaving their networks unprotected against the latest security threats.

Our customers depend on the continuous availability of our DTI cloud. Our DTI cloud is vulnerable to damage or interruption from a variety of sources, including damage or interruption caused by fire, earthquake, power loss, telecommunications or computer systems failure, cyber attack, human error, terrorist acts and war. There may also be system or network interruptions if new or upgraded systems are defective or not installed properly. Moreover, interruptions in our subscription updates could result in a failure of our DTI cloud to effectively update customers’ hardware products and thereby leave our customers more vulnerable to attacks. Interruptions or failures in our service delivery could cause customers to terminate their subscriptions with us, could adversely affect our renewal rates, and could harm our ability to attract new customers. Our business would also be harmed if our customers believe that our DTI cloud is unreliable.

If we are unable to sell additional products, subscriptions and services, as well as renewals of our subscriptions and services, to our customers, our future revenue and operating results will be harmed.

Our future success depends, in part, on our ability to expand the deployment of our platform with existing customers by selling them additional products, subscriptions and services. This may require increasingly sophisticated and costly sales efforts and may not result in additional sales. In addition, the rate at which our customers purchase additional products, subscriptions and services depends on a number of factors, including the
perceived need for additional IT security as well as general economic conditions. If our efforts to sell additional products, subscriptions and services to our customers are not successful, our business may suffer.

Further, existing customers that purchase our platform have no contractual obligation to renew their subscriptions and support and maintenance services after the initial contract period, and given our limited operating history, we may not be able to accurately predict our renewal rates. Our customers’ renewal rates may decline or fluctuate as a result of a number of factors, including the level of their satisfaction with our platform, our customer support, customer budgets and the pricing of our platform compared with the products and services offered by our competitors. If our customers renew their subscriptions, they may renew for shorter contract lengths or on other terms that are less economically beneficial to us. We cannot assure you that our customers will renew their subscriptions, and if our customers do not renew their subscriptions or renew on less favorable terms, our revenue may grow more slowly than expected, if at all.

We also depend on our installed customer base for future support and maintenance revenue. We offer our support and maintenance agreements for either one or three-year terms. If customers choose not to renew their support and maintenance agreements or seek to renegotiate the terms of their support and maintenance agreements prior to renewing such agreements, our revenue may decline.

If we are unable to increase sales of our platform to large organizations while mitigating the risks associated with serving such customers, our business, financial position and results of operations may suffer.

Our growth strategy is dependent, in part, upon increasing sales of our platform to large enterprises and governments. Sales to large customers involve risks that may not be present (or that are present to a lesser extent) with sales to smaller entities. These risks include:

- increased purchasing power and leverage held by large customers in negotiating contractual arrangements with us;
- more stringent or costly requirements imposed upon us in our support service contracts with such customers, including stricter support response times and penalties for any failure to meet support requirements;
- more complicated implementation processes;
- longer sales cycles and the associated risk that substantial time and resources may be spent on a potential customer that ultimately elects not to purchase our platform or purchases less than we hoped;
- closer relationships with, and dependence upon, large technology companies who offer competitive products; and
- more pressure for discounts and write-offs.

In addition, because security breaches with respect to larger, high-profile enterprises are likely to be heavily publicized, there is increased reputational risk associated with serving such customers. If we are unable to increase sales of our platform to large enterprise and government customers while mitigating the risks associated with serving such customers, our business, financial position and results of operations may suffer.

Our current research and development efforts may not produce successful products or enhancements to our platform that result in significant revenue, cost savings or other benefits in the near future, if at all.

We must continue to dedicate significant financial and other resources to our research and development efforts if we are to maintain our competitive position. However, developing products and enhancements to our platform is expensive and time consuming, and there is no assurance that such activities will result in significant new marketable products or enhancements to our platform, design improvements, cost savings, revenue or other expected benefits. If we spend significant time and effort on research and development and are unable to generate an adequate return on our investment, our business and results of operations may be materially and adversely affected.
Real or perceived defects, errors or vulnerabilities in our platform or the failure of our platform to block malware or prevent a security breach could harm our reputation and adversely impact our business, financial position and results of operations.

Because our platform is complex, it has contained and may contain design or manufacturing defects or errors that are not detected until after its deployment by our customers. For example, in the past, we expended time and resources addressing certain manufacturing defects that negatively impacted the ability of certain appliances used in our platform to withstand normal transit. Defects in the functionality of our platform may result in vulnerability to security attacks, cause it to fail to secure networks or temporarily interrupt the networking traffic of our customers. In addition, because the techniques used by computer hackers to access or sabotage networks change frequently and generally are not recognized until launched against a target, there is a risk that an advanced attack could emerge that our platform is unable to detect or prevent. Moreover, as our platform is adopted by an increasing number of enterprises and governments, it is possible that the individuals and organizations behind advanced malware attacks will begin to focus on finding ways to defeat our platform. If this happens, our networks, products, subscriptions and services could be targeted by attacks specifically designed to disrupt our business and undermine the perception that our platform is capable of providing superior IT security, which, in turn, could have a serious impact on our reputation as a provider of virtual machine-based security solutions.

If any of our customers becomes infected with malware after adopting our platform, even if our platform has blocked the theft of any of such customer’s data, such customer could nevertheless be disappointed with our platform. Furthermore, if any enterprises or governments that are publicly known to use our platform are the subject of an advanced cyber attack that becomes publicized, our other current or potential customers may look to our competitors for alternatives to our platform. Real or perceived security breaches of our customers’ networks could cause disruption or damage to their networks or other negative consequences and could result in negative publicity to us, damage to our reputation, declining sales, increased expenses and customer relations issues.

Furthermore, our platform may fail to detect or prevent malware, viruses, worms or similar threats for any number of reasons, including our failure to enhance and expand our platform to reflect industry trends, new technologies and new operating environments. Failure to keep pace with technological changes in the IT security industry and changes in the threat landscape could adversely affect our ability to protect against security breaches and could cause us to lose customers.

Any real or perceived defects, errors or vulnerabilities in our platform, or any other failure of our platform to detect an advanced threat, could result in:

- a loss of existing or potential customers or channel partners;
- delayed or lost revenue;
- a delay in attaining, or the failure to attain, market acceptance;
- the expenditure of significant financial and product development resources in efforts to analyze, correct, eliminate, or work around errors or defects, to address and eliminate vulnerabilities, or to identify and ramp up production with alternative third-party manufacturers;
- an increase in warranty claims, or an increase in the cost of servicing warranty claims, either of which would adversely affect our gross margins;
- harm to our reputation or brand; and
- litigation, regulatory inquiries, or investigations that may be costly and further harm our reputation.

We may be unable to protect our intellectual property adequately, which could harm our business, financial condition and results of operations.

We believe that our intellectual property is an essential asset of our business. We rely on a combination of patent, copyright, trademark and trade secret laws, as well as confidentiality procedures and contractual
provisions, to establish and protect our intellectual property rights in the United States and abroad. The efforts we have taken to protect our intellectual property may not be sufficient or effective, and our trademarks, copyrights and patents may be held invalid or unenforceable. Any U.S. or other patents issued to us may not be sufficiently broad to protect our proprietary technologies, and given the costs of obtaining patent protection, we may choose not to seek patent protection for certain of our proprietary technologies. We may not be effective in policing unauthorized use of our intellectual property, and even if we do detect violations, litigation may be necessary to enforce our intellectual property rights. Any enforcement efforts we undertake, including litigation, could be time-consuming and expensive, could divert management’s attention and may result in a court determining that our intellectual property rights are unenforceable. If we are not successful in cost-effectively protecting our intellectual property rights, our business, financial condition and results of operations could be harmed.

Claims by others that we infringe their proprietary technology or other rights could harm our business.

Technology companies frequently enter into litigation based on allegations of patent infringement or other violations of intellectual property rights. In addition, patent holding companies seek to monetize patents they have purchased or otherwise obtained. As we face increasing competition and gain an increasingly higher profile, the possibility of intellectual property rights claims against us grows. From time to time, third parties have asserted, and we expect that third parties will continue to assert, claims of infringement of intellectual property rights against us. From example, we are currently a party to claims alleging, among other things, patent infringement, which are in the early stages of litigation. Third parties may in the future also assert claims against our customers or channel partners, whom our standard license and other agreements obligate us to indemnify against claims that our products infringe the intellectual property rights of third parties. While we intend to increase the size of our patent portfolio, many of our competitors and others may now and in the future have significantly larger and more mature patent portfolios than we have. In addition, future litigation may involve patent holding companies or other patent owners who have no relevant product offerings or revenue and against whom our own patents may therefore provide little or no deterrence or protection. Any claim of intellectual property infringement by a third party, even a claim without merit, could cause us to incur substantial costs defending against such claim, could distract our management from our business and could require us to cease use of such intellectual property. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by the discovery process.

Although third parties may offer a license to their technology or other intellectual property, the terms of any offered license may not be acceptable, and the failure to obtain a license or the costs associated with any license could cause our business, financial condition and results of operations to be materially and adversely affected. In addition, some licenses may be non-exclusive, and therefore our competitors may have access to the same technology licensed to us. If a third party does not offer us a license to its technology or other intellectual property on reasonable terms, or at all, we could be enjoined from continued use of such intellectual property. As a result, we may be required to develop alternative, non-infringing technology, which could require significant time (during which we could be unable to continue to offer our affected products, subscriptions or services), effort, and expense and may ultimately not be successful. Furthermore, a successful claimant could secure a judgment or we may agree to a settlement that prevents us from distributing certain products, providing certain subscriptions or performing certain services or that requires us to pay substantial damages, royalties or other fees. Any of these events could harm our business, financial condition and results of operations.

We incorporate technology from third parties into our products, and our inability to obtain or maintain rights to the technology could harm our business.

We incorporate technology from third parties into our products. We cannot be certain that our suppliers and licensors are not infringing the intellectual property rights of third parties or that the suppliers and licensors have sufficient rights to the technology in all jurisdictions in which we may sell our products. Some of our agreements with our suppliers and licensors may be terminated for convenience by them. If we are unable to obtain or
maintain rights to any of this technology because of intellectual property infringement claims brought by third parties against our suppliers and licensors or against us, or if we are unable to continue to obtain such technology or enter into new agreements on commercially reasonable terms, our ability to develop and sell products, subscriptions and services containing such technology could be severely limited, and our business could be harmed. Additionally, if we are unable to obtain necessary technology from third parties, including certain sole suppliers, we may be forced to acquire or develop alternative technology, which may require significant time, cost and effort and may be of lower quality or performance standards. This would limit and delay our ability to offer new or competitive products and increase our costs of production. If alternative technology cannot be obtained or developed, we may not be able to offer certain functionality as part of our products, subscriptions and services. As a result, our margins, market share and results of operations could be significantly harmed.

Our products and subscriptions contain third-party open source software components, and failure to comply with the terms of the underlying open source software licenses could restrict our ability to sell our products and subscriptions.

Our products and subscriptions contain software modules licensed to us by third-party authors under “open source” licenses. The use and distribution of open source software may entail greater risks than the use of third-party commercial software, as open source licensors generally do not provide warranties or other contractual protections regarding infringement claims or the quality of the code. Some open source licenses contain requirements that we make available source code for modifications or derivative works we create based upon the type of open source software we use. If we combine our proprietary software with open source software in a certain manner, we could, under certain open source licenses, be required to release the source code of our proprietary software to the public. This would allow our competitors to create similar products with lower development effort and time and ultimately could result in a loss of sales for us.

Although we monitor our use of open source software to avoid subjecting our products and subscriptions to conditions, the terms of many open source licenses have not been interpreted by U.S. courts, and there is a risk that these licenses could be construed in ways that could impose unanticipated conditions or restrictions on our ability to commercialize products and subscriptions incorporating such software. Moreover, we cannot assure you that our processes for controlling our use of open source software in our products and subscriptions will be effective. From time to time, we may face claims from third parties asserting ownership of, or demanding release of, the open source software or derivative works that we developed using such software (which could include our proprietary source code), or otherwise seeking to enforce the terms of the applicable open source license. These claims could result in litigation. If we are held to have breached the terms of an open source software license, we could be required to seek licenses from third parties to continue offering our products on terms that are not economically feasible, to re-engineer our products, to discontinue the sale of our products if re-engineering could not be accomplished on a timely or cost-effective basis, or to make generally available, in source code form, our proprietary code, any of which could adversely affect our business, results of operations and financial condition.

We rely on our management team and other key employees and will need additional personnel to grow our business, and the loss of one or more key employees or our inability to attract and retain qualified personnel could harm our business.

Our future success is substantially dependent on our ability to attract, retain and motivate the members of our management team and other key employees throughout our organization. Competition for highly skilled personnel is intense, especially in the San Francisco Bay Area, where we have a substantial presence and need for highly skilled personnel. We may not be successful in attracting qualified personnel to fulfill our current or future needs. Our competitors may be successful in recruiting and hiring members of our management team or other key employees, and it may be difficult for us to find suitable replacements on a timely basis, on competitive terms, or at all. Also, to the extent we hire employees from mature public companies with significant financial resources, we may be subject to allegations that such employees have been improperly solicited, or that they have divulged proprietary or other confidential information or that their former employers own such employees’ inventions or other work product.
In addition, we believe that it is important to establish and maintain a corporate culture that facilitates the maintenance and transfer of institutional knowledge within our organization and also fosters innovation, teamwork, a passion for customers and a focus on execution. Our Chief Executive Officer and certain other key members of our management and finance teams have only been working together for a relatively short period of time, and we expect to add additional vice presidents and other members of management in the foreseeable future. If we are not successful in integrating these key employees into our organization, such failure could delay or hinder our product development efforts and the achievement of our strategic objectives, which could adversely affect our business, financial condition and results of operations.

Our employees, including our executive officers, work for us on an “at-will” basis, which means they may terminate their employment with us at any time. We do not maintain key person life insurance policies on any of our key employees. If one or more of our key employees resigns or otherwise ceases to provide us with their service, our business could be harmed.

If we are unable to maintain successful relationships with our channel partners and technology alliance partners, or if our channel partners or technology alliance partners fail to perform, our ability to market, sell and distribute our platform will be limited, and our business, financial position and results of operations will be harmed.

In addition to our direct sales force, we rely on our indirect channel partners to sell and support our platform. We derive a substantial portion of our revenue from sales of our products through our indirect channel, and we expect that sales through channel partners will continue to be a significant percentage of our revenue. We also partner with our technology alliance partners to design go-to-market strategies that combine our platform with products or services provided by our technology alliance partners.

Our agreements with our channel partners and our technology alliance partners are generally non-exclusive, meaning our partners may offer customers products from several different companies, including products that compete with ours. If our channel partners do not effectively market and sell our platform, choose to use greater efforts to market and sell their own products or those of our competitors, or fail to meet the needs of our customers, our ability to grow our business and sell our platform may be adversely affected. Our channel partners and technology alliance partners may cease marketing our platform with limited or no notice and with little or no penalty, and new channel partners require extensive training and may take several months or more to achieve productivity. The loss of a substantial number of our channel partners, our possible inability to replace them, or the failure to recruit additional channel partners could materially and adversely affect our results of operations. In addition, sales by channel partners are more likely than direct sales to involve collectability concerns, particularly in developing markets. Our channel partner structure could also subject us to lawsuits or reputational harm if, for example, a channel partner misrepresents the functionality of our platform to customers or violates applicable laws or our corporate policies.

Our ability to achieve revenue growth in the future will depend in part on our success in maintaining successful relationships with our channel partners, and to train our channel partners to independently sell and deploy our platform. If we are unable to maintain our relationships with these channel partners or otherwise develop and expand our indirect sales channel, or if our channel partners fail to perform, our business, financial position and results of operations could be adversely affected.

Because we depend on a limited number of manufacturers to build the appliances used in our platform, we are susceptible to manufacturing delays and pricing fluctuations that could prevent us from shipping customer orders on time, or on a cost-effective basis, which may result in the loss of sales and customers.

We currently outsource the manufacturing of the appliances used in our platform to a single third-party manufacturer, and we are in the process of transitioning all of our manufacturing to a different third-party manufacturer. Our reliance on a limited number of third-party manufacturers reduces our control over the manufacturing process and exposes us to risks, including reduced control over quality assurance, product costs,
and product supply and timing. Any manufacturing disruption by these third-party manufacturers could severely impair our ability to fulfill orders on time. If we are unable to manage our relationships with these third-party manufacturers effectively, including the transition from our existing third-party manufacturer to our new third-party manufacturer, or if these manufacturers suffer delays or disruptions for any reason, experience increased manufacturing lead-times, capacity constraints or quality control problems in their manufacturing operations, or fail to meet our future requirements for timely delivery, our ability to ship products to our customers would be severely impaired, and our business and results of operations would be harmed.

In addition, we may be deemed to manufacture or contract to manufacture products that contain certain minerals that have been designated as “conflict minerals” under the Dodd-Frank Wall Street Reform and Consumer Protection Act. As a result, in future periods, we may be required to diligence the origin of such minerals and disclose and report whether or not such minerals originated in the Democratic Republic of the Congo or adjoining countries. The implementation of these new requirements could adversely affect the sourcing, availability, and pricing of minerals used in the manufacture of our products. In addition, we may incur additional costs to comply with the disclosure requirements, including costs related to determining the source of any of the relevant minerals and metals used in our products.

Our third-party manufacturers typically fulfill our supply requirements on the basis of individual orders. We are subject to a risk of supply shortages and changes in pricing terms because we do not have long-term contracts with our third-party manufacturers that guarantee capacity, the continuation of particular pricing terms or the extension of credit limits. Our contract with our new manufacturer permits it to terminate such contract at its convenience, subject to prior notice requirements. During our period of transition to our new manufacturer, our ability to meet our scheduled product deliveries to our customers could be adversely affected, which could cause the loss of sales to existing or potential customers, delayed revenue or an increase in our costs, which could adversely affect our gross margins. Any production interruptions for any reason, such as a natural disaster, epidemic, capacity shortages, or quality problems at one of our manufacturing partners would negatively affect sales of our products and adversely impact our business and results of operations.

We rely on revenue from subscriptions and service contracts, and because we recognize revenue from subscriptions and service contracts over the term of the relevant subscription or service period, downturns or upturns in sales are not immediately reflected in full in our results of operations.

Subscription and services revenue accounts for a significant portion of our total revenue, comprising 21%, 26% and 37% of total revenue in 2010, 2011 and 2012, respectively, and 39% and 48% in the six months ended June 30, 2012 and 2013, respectively. Sales of new or renewal subscription and service contracts may decline or fluctuate as a result of a number of factors, including customers’ level of satisfaction with our products and subscriptions, the prices of our products and subscriptions, the prices of products and subscriptions offered by our competitors or reductions in our customers’ spending levels. If our sales of new or renewal subscription and service contracts decline, our revenue and revenue growth may decline and adversely affect our business. In addition, we recognize subscription and service revenue ratably over the term of the relevant service period, which is one year or three years. As a result, much of the subscription and service revenue we report each quarter is derived from subscription and service contracts that we sold in prior quarters. Consequently, a decline in new or renewal subscription or service contracts in any one quarter will not be fully reflected in revenue in that quarter but will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in new or renewed sales of our subscriptions or service is not reflected in full in our results of operations until future periods. Also, it is difficult for us to rapidly increase our subscription revenue through additional sales in any period, as revenue from new and renewal subscription contracts must be recognized ratably over the applicable service period. Furthermore, any increases in the average term of subscriptions contracts would result in revenue for those subscription contracts being recognized over longer periods of time.
The sales prices of our products, subscriptions and services may decrease, which may reduce our gross profits and adversely impact our financial results.

The sales prices for our products, subscriptions and services may decline for a variety of reasons, including competitive pricing pressures, discounts, a change in our mix of products and subscriptions, anticipation of the introduction of new products or subscriptions, or promotional programs. Competition continues to increase in the market segments in which we participate, and we expect competition to further increase in the future, thereby leading to increased pricing pressures. Larger competitors with more diverse product and service offerings may reduce the price of products or subscriptions that compete with ours or may bundle them with other products and subscriptions. Additionally, although we price our products and subscriptions worldwide in U.S. dollars, currency fluctuations in certain countries and regions may negatively impact actual prices that partners and customers are willing to pay in those countries and regions. Furthermore, we anticipate that the sales prices and gross profits for our products will decrease over product life cycles. We cannot assure you that we will be successful in developing and introducing new offerings with enhanced functionality on a timely basis, or that our new product and subscription offerings, if introduced, will enable us to maintain our prices and gross profits at levels that will allow us to maintain positive gross margins and achieve profitability.

Managing the supply of our products and their components is complex. Insufficient supply and inventory may result in lost sales opportunities or delayed revenue, while excess inventory may harm our gross margins.

Our third-party manufacturers procure components and build our products based on our forecasts, and we generally do not hold inventory for a prolonged period of time. These forecasts are based on estimates of future demand for our products, which are in turn based on historical trends and analyses from our sales and marketing organizations, adjusted for overall market conditions. In order to reduce manufacturing lead times and plan for adequate component supply, from time to time we may issue forecasts for components and products that are non-cancelable and non-returnable.

Our inventory management systems and related supply chain visibility tools may be inadequate to enable us to make accurate forecasts and effectively manage the supply of our products and product components. Supply management remains an area of increasing focus as we balance the need to maintain supply levels that are sufficient to ensure competitive lead times against the risk of obsolescence because of rapidly changing technology and customer requirements. If we ultimately determine that we have excess supply, we may have to reduce our prices and write-down inventory, which in turn could result in lower gross margins. Alternatively, insufficient supply levels may lead to shortages that result in delayed revenue or loss of sales opportunities altogether as potential customers turn to competitors’ products that may be readily available. Additionally, any increases in the time required to manufacture or ship our products could result in supply shortfalls. If we are unable to effectively manage our supply and inventory, our results of operations could be adversely affected.

Because some of the key components in our products come from limited sources of supply, we are susceptible to supply shortages or supply changes, which could disrupt or delay our scheduled product deliveries to our customers and may result in the loss of sales and customers.

Our platform relies on key components, including a motherboard and chassis, which our third-party manufacturers purchase on our behalf from a sole source provider. The manufacturing operations of some of our component suppliers are geographically concentrated in Asia, which makes our supply chain vulnerable to regional disruptions. A localized health risk affecting employees at these facilities, such as the spread of a pandemic influenza, could impair the total volume of components that we are able to obtain, which could result in substantial harm to our results of operations. Similarly, a fire, flood, earthquake, tsunami or other disaster, condition or event such as political instability, civil unrest or a power outage that adversely affects any of these component suppliers’ facilities could significantly affect our ability to obtain the components needed for our products, which could result in a substantial loss of sales and revenue and a substantial harm to our results of operations.
We do not have volume purchase contracts with any of our component suppliers, and they could cease selling to us at any time. In addition, our component suppliers change their selling prices frequently in response to market trends, including industry-wide increases in demand, and because we do not have contracts with these suppliers, we are susceptible to price fluctuations related to raw materials and components. If we are unable to pass component price increases along to our customers or maintain stable pricing, our gross margins and results of operations could be negatively impacted. If we are unable to obtain a sufficient quantity of these components in a timely manner for any reason, sales of our products could be delayed or halted or we could be forced to expedite shipment of such components or our products at dramatically increased costs, which would negatively impact our revenue and gross margins. Additionally, poor quality in any of the sole-sourced components in our products could result in lost sales or lost sales opportunities. If the quality of the components does not meet our or our customers’ requirements, if we are unable to obtain components from our existing suppliers on commercially reasonable terms, or if any of our sole source providers cease to remain in business or continue to manufacture such components, we could be forced to redesign our products and qualify new components from alternate suppliers. The resulting stoppage or delay in selling our products and the expense of redesigning our products could result in lost sales opportunities and damage to customer relationships, which would adversely affect our business and results of operations.

Our ability to maintain customer satisfaction depends in part on the quality of our professional service organization and technical and other support services, including the quality of the support provided on our behalf by certain channel partners. Failure to maintain high-quality customer support could have a material adverse effect on our business, financial condition and results of operations.

Once our platform is deployed within our customers’ networks, our customers depend on our technical and other support services, as well as the support of our channel partners, to resolve any issues relating to the implementation and maintenance of our platform. If we or our channel partners do not effectively assist our customers in deploying our platform, succeed in helping our customers quickly resolve post-deployment issues, or provide effective ongoing support, our ability to sell additional products, subscriptions or services as part of our platform to existing customers would be adversely affected and our reputation with potential customers could be damaged. Many larger organizations have more complex networks and require higher levels of support than smaller customers. If we fail to meet the requirements of our larger customers, it may be more difficult to execute on our strategy of upselling and cross selling with these customers. Additionally, if our channel partners do not effectively provide support to the satisfaction of our customers, we may be required to provide this level of support to those customers, which would require us to hire additional personnel and to invest in additional resources. We are also in the process of expanding our professional services organization. It can take significant time and resources to recruit, hire, and train qualified technical support and professional services employees. We may not be able to hire such resources fast enough to keep up with demand, particularly when the sales of our platform exceed our internal forecasts. To the extent that we or our channel partners are unsuccessful in hiring, training, and retaining adequate support resources, our ability and the ability of our channel partners to provide adequate and timely support to our customers will be negatively impacted, and our customers’ satisfaction with our platform will be adversely affected. Additionally, to the extent that we need to rely on our sales engineers to provide post-sales support while we are ramping our professional services organization, our sales productivity will be negatively impacted, which would harm our results of operations.

U.S. federal, state and local government sales are subject to a number of challenges and risks that may adversely impact our business.

Sales to U.S. federal, state, and local governmental agencies have in the past accounted for, and may in the future account for, a significant portion of our revenue. Sales to such government entities are subject to the following risks:

- selling to governmental agencies can be highly competitive, expensive and time consuming, often requiring significant upfront time and expense without any assurance that such efforts will generate a sale;
- government certification requirements applicable to our products may change and in doing so restrict our ability to sell into the U.S. federal government sector until we have attained the revised certification;
• government demand and payment for our products and services may be impacted by public sector budgetary cycles and funding authorizations, with funding reductions or delays adversely affecting public sector demand for our products and services;

• we sell our platform to governmental agencies through our indirect channel partners, and these agencies may have statutory, contractual or other legal rights to terminate contracts with our distributors and resellers for convenience or due to a default, and any such termination may adversely impact our future results of operations;

• governments routinely investigate and audit government contractors' administrative processes, and any unfavorable audit could result in the government refusing to continue buying our platform, which would adversely impact our revenue and results of operations, or institute fines or civil or criminal liability if the audit uncovers improper or illegal activities; and

• governments may require certain products to be manufactured in the United States and other relatively high-cost manufacturing locations, and we may not manufacture all products in locations that meet these requirements, affecting our ability to sell these products to governmental agencies.

Our failure to adequately protect personal information could have a material adverse effect on our business.

A wide variety of provincial, state, national, and international laws and regulations apply to the collection, use, retention, protection, disclosure, transfer and other processing of personal data. These data protection and privacy-related laws and regulations are evolving and may result in ever-increasing regulatory and public scrutiny and escalating levels of enforcement and sanctions. Our failure to comply with applicable laws and regulations, or to protect such data, could result in enforcement action against us, including fines, imprisonment of company officials and public censure, claims for damages by customers and other affected individuals, damage to our reputation and loss of goodwill (both in relation to existing customers and prospective customers), any of which could have a material adverse effect on our operations, financial performance and business. Evolving and changing definitions of personal data and personal information within the European Union, the United States, and elsewhere, especially relating to classification of IP addresses, machine identification, location data and other information, may limit or inhibit our ability to operate or expand our business, including limiting technology alliance partners that may involve the sharing of data. Even the perception of privacy concerns, whether or not valid, may harm our reputation and inhibit adoption of our products by current and future customers.

If the general level of advanced cyber attacks declines, or is perceived by our current or potential customers to have declined, our business could be harmed.

Our business is substantially dependent on enterprises and governments recognizing that advanced cyber attacks are pervasive and are not effectively prevented by legacy security solutions. High visibility attacks on prominent enterprises and governments have increased market awareness of the problem of advanced cyber attacks and help to provide an impetus for enterprises and governments to devote resources to protecting against advanced cyber attacks, such as testing our platform, purchasing it, and broadly deploying it within their organizations. If advanced cyber attacks were to decline, or enterprises or governments perceived that the general level of advanced cyber attacks have declined, our ability to attract new customers and expand our offerings within existing customers could be materially and adversely affected. A reduction in the threat landscape could increase our sales cycles and harm our business, results of operations and financial condition.

Our technology alliance partnerships expose us to a range of business risks and uncertainties that could have a material adverse impact on our business and financial results.

We have entered, and intend to continue to enter, into technology alliance partnerships with third parties to support our future growth plans. Such relationships include technology licensing, joint technology development and integration, research cooperation, co-marketing activities and sell-through arrangements. We face a number
of risks relating to our technology alliance partnerships that could prevent us from realizing the desired benefits from such partnerships on a timely basis or at all, which, in turn, could have a negative impact on our business and financial results.

Technology alliance partnerships require significant coordination between the parties involved, particularly if a partner requires that we integrate its products with our products. This could involve a significant commitment of time and resources by our technical staff and their counterparts within our technology alliance partner. The integration of products from different companies may be more difficult than we anticipate, and the risk of integration difficulties, incompatible products and undetected programming errors or defects may be higher than the risks normally associated with the introduction of new products. It may also be more difficult to market and sell products developed through technology alliance partnerships than it would be to market and sell products that we develop on our own. Sales and marketing personnel may require special training, as the new products may be more complex than our other products.

We invest significant time, money and resources to establish and maintain relationships with our technology alliance partners, but we have no assurance that any particular relationship will continue for any specific period of time. Generally, our agreements with these technology alliance partners are terminable without cause with no or minimal notice or penalties. If we lose a significant technology alliance partner, we could lose the benefit of our investment of time, money and resources in the relationship. In addition, we could be required to incur significant expenses to develop a new strategic alliance or to determine and implement an alternative plan to pursue the opportunity that we targeted with the former partner.

If our estimates or judgments relating to our critical accounting policies are based on assumptions that change or prove to be incorrect, our results of operations could fall below the expectations of securities analysts and investors, resulting in a decline in our stock price.

The preparation of financial statements in conformity with generally accepted accounting principles, or GAAP, requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as provided in the section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” the results of which form the basis for making judgments about the carrying values of assets, liabilities, equity, revenue and expenses that are not readily apparent from other sources. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in our stock price. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to assets, liabilities, revenue, expenses and related disclosures.

We are exposed to the credit risk of some of our distributors and resellers and to credit exposure in weakened markets, which could result in material losses.

Most of our sales are on an open credit basis. Although we have programs in place that are designed to monitor and mitigate these risks, we cannot assure you these programs will be effective in reducing our credit risks, especially as we expand our business internationally. If we are unable to adequately control these risks, our business, results of operations and financial condition could be harmed.

We may acquire other businesses, which could require significant management attention, disrupt our business, dilute stockholder value, and adversely affect our results of operations.

As part of our business strategy, we may acquire or make investments in complementary companies, products or technologies. However, we have not made any large acquisitions to date, and as a result, our ability as an organization to acquire and integrate other companies, products or technologies in a successful manner is
unproven. We may not be able to find suitable acquisition candidates, and we may not be able to complete such acquisitions on favorable terms, if at all. If we do complete acquisitions, we may not ultimately strengthen our competitive position or achieve our goals, and any acquisitions we complete could be viewed negatively by our customers, analysts and investors. In addition, if we are unsuccessful at integrating such acquisitions or the technologies associated with such acquisitions, our revenue and results of operations could be adversely affected. Any integration process may require significant time and resources, and we may not be able to manage the process successfully. We may not successfully evaluate or utilize the acquired technology or personnel, or accurately forecast the financial impact of an acquisition transaction, including accounting charges. We may have to pay cash, incur debt or issue equity securities to pay for any such acquisition, each of which could adversely affect our financial condition or the value of our common stock. The sale of equity or issuance of debt to finance any such acquisitions could result in dilution to our stockholders. The incurrence of indebtedness would result in increased fixed obligations and could also include covenants or other restrictions that would impede our ability to manage our operations.

Our failure to raise additional capital or generate the significant capital necessary to expand our operations and invest in new products could reduce our ability to compete and could harm our business.

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges, including the need to develop new products and enhancements to our platform, improve our operating infrastructure or acquire complementary businesses and technologies. Accordingly, we may need to engage in equity or debt financings to secure additional funds. If we raise additional equity financing, our stockholders may experience significant dilution of their ownership interests and the per share value of our common stock could decline. Furthermore, if we engage in debt financing, the holders of debt would have priority over the holders of common stock, and we may be required to accept terms that restrict our ability to incur additional indebtedness. We may also be required to take other actions that would otherwise be in the interests of the debt holders and force us to maintain specified liquidity or other ratios, any of which could harm our business, results of operations, and financial condition. If we need additional capital and cannot raise it on acceptable terms, we may not be able to, among other things:

- develop or enhance our products and subscriptions;
- continue to expand our sales and marketing and research and development organizations;
- acquire complementary technologies, products or businesses;
- expand operations, in the United States or internationally;
- hire, train and retain employees; or
- respond to competitive pressures or unanticipated working capital requirements.

Our failure to do any of these things could harm our business, financial condition and results of operations.

If our products do not effectively interoperate with our customers’ IT infrastructure, installations could be delayed or cancelled, which would harm our business.

Our products must effectively interoperate with our customers’ existing or future IT infrastructure, which often has different specifications, utilizes multiple protocol standards, deploys products from multiple vendors, and contains multiple generations of products that have been added over time. As a result, when problems occur in a network, it may be difficult to identify the sources of these problems. If we find errors in the existing software or defects in the hardware used in our customers’ infrastructure or problematic network configurations or settings, we may have to modify our software or hardware so that our products will interoperate with our customers’ infrastructure. In such cases, our products may be unable to provide significant performance improvements for applications deployed in our customers’ infrastructure. These issues could cause longer installation times for our products and could cause order cancellations, either of which would adversely affect
our business, results of operations and financial condition. In addition, government and other customers may require our products to comply with certain security or other certifications and standards. If our products are late in achieving or fail to achieve compliance with these certifications and standards, or our competitors achieve compliance with these certifications and standards, we may be disqualified from selling our products to such customers, or may otherwise be at a competitive disadvantage, either of which would harm our business, results of operations, and financial condition.

**Failure to comply with governmental laws and regulations could harm our business.**

Our business is subject to regulation by various U.S. federal, state, local and foreign governments. In certain jurisdictions, these regulatory requirements may be more stringent than those in the United States. Noncompliance with applicable regulations or requirements could subject us to investigations, sanctions, mandatory product recalls, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties, or injunctions. If any governmental sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, results of operations, and financial condition could be materially adversely affected. In addition, responding to any action will likely result in a significant diversion of management’s attention and resources and an increase in professional fees. Enforcement actions and sanctions could harm our business, results of operations and financial condition.

We generate a significant amount of revenue from sales to resellers, distributors and customers outside of the United States, and we are therefore subject to a number of risks associated with international sales and operations.

We have a limited history of marketing, selling, and supporting our platform internationally. As a result, we must hire and train experienced personnel to staff and manage our foreign operations. To the extent that we experience difficulties in recruiting, training, managing, and retaining international employees, particularly managers and other members of our international sales team, we may experience difficulties in sales productivity in foreign markets. We also enter into strategic distributor and reseller relationships with companies in certain international markets where we do not have a local presence. If we are not able to maintain successful strategic distributor relationships with our international channel partners or recruit additional channel partners, our future success in these international markets could be limited. Business practices in the international markets that we serve may differ from those in the United States and may require us to include non-standard terms in customer contracts, such as extended payment or warranty terms. To the extent that we enter into customer contracts in the future that include non-standard terms related to payment, warranties, or performance obligations, our results of operations may be adversely impacted.

Additionally, our international sales and operations are subject to a number of risks, including the following:

- greater difficulty in enforcing contracts and managing collections, as well as longer collection periods;
- higher costs of doing business internationally, including costs incurred in establishing and maintaining office space and equipment for our international operations;
- fluctuations in exchange rates between the U.S. dollar and foreign currencies in markets where we do business;
- management communication and integration problems resulting from cultural and geographic dispersion;
- risks associated with trade restrictions and foreign legal requirements, including any importation, certification, and localization of our platform that may be required in foreign countries;
- greater risk of unexpected changes in regulatory practices, tariffs, and tax laws and treaties;
- compliance with anti-bribery laws, including, without limitation, compliance with the Foreign Corrupt Practices Act and the UK Anti-Bribery Act;
heightened risk of unfair or corrupt business practices in certain geographies and of improper or fraudulent sales arrangements that may impact financial results and result in restatements of, or irregularities in, financial statements;

• the uncertainty of protection for intellectual property rights in some countries;

• general economic and political conditions in these foreign markets;

• foreign exchange controls that might prevent us from repatriating cash earned outside the United States;

• political and economic instability in some countries; and

• double taxation of our international earnings and potentially adverse tax consequences due to changes in the tax laws of the United States or the foreign jurisdictions in which we operate.

These and other factors could harm our ability to generate future international revenue and, consequently, materially impact our business, results of operations and financial condition.

We are exposed to fluctuations in currency exchange rates, which could negatively affect our financial condition and results of operations.

Our sales contracts are denominated in U.S. dollars, and therefore our revenue is not subject to foreign currency risk. However, a strengthening of the U.S. dollar could increase the real cost of our products, subscriptions and services to our customers outside of the United States, which could adversely affect our financial condition and results of operations. In addition, we are incurring an increasing portion of our operating expenses outside the United States. These expenses are denominated in foreign currencies and are subject to fluctuations due to changes in foreign currency exchange rates. We do not currently hedge against the risks associated with currency fluctuations but may do so in the future.

We are subject to governmental export and import controls that could subject us to liability or impair our ability to compete in international markets.

Our products are subject to U.S. export controls, specifically the Export Administration Regulations and economic sanctions enforced by the Office of Foreign Assets Control. We incorporate standard encryption algorithms into our products, which, along with the underlying technology, may be exported outside of the U.S. only with the required export authorizations, including by license, license exception or other appropriate government authorizations, which may require the filing of an encryption registration and classification request. Furthermore, U.S. export control laws and economic sanctions prohibit the shipment of certain products and services to countries, governments, and persons targeted by U.S. sanctions. While we have taken precautions to prevent our products and services from being exported in violation of these laws, in certain instances in the past we shipped our encryption products prior to obtaining the required export authorizations and/or submitting the required requests, including a classification request and request for an encryption registration number, resulting in an inadvertent violation of U.S. export control laws. As a result, in February 2013, we filed a Voluntary Self Disclosure with the U.S. Department of Commerce’s Bureau of Industry and Security, or BIS, concerning these potential violations. In June 2013, BIS notified us that it had completed its review of this matter and closed its review with the issuance of a warning letter. No monetary penalties were assessed. Even though we take precautions to ensure that our channel partners comply with all relevant regulations, any failure by our channel partners to comply with such regulations could have negative consequences, including reputational harm, government investigations and penalties.

In addition, various countries regulate the import of certain encryption technology, including through import permit and license requirements, and have enacted laws that could limit our ability to distribute our products or could limit our customers’ ability to implement our products in those countries. Changes in our products or changes
in export and import regulations may create delays in the introduction of our products into international markets, prevent our customers with international operations from deploying our products globally or, in some cases, prevent the export or import of our products to certain countries, governments or persons altogether. Any change in export or import regulations, economic sanctions or related legislation, shift in the enforcement or scope of existing regulations, or change in the countries, governments, persons or technologies targeted by such regulations, could result in decreased use of our products by, or in our decreased ability to export or sell our products to, existing or potential customers with international operations. Any decreased use of our products or limitation on our ability to export or sell our products would likely adversely affect our business, financial condition and results of operations.

**Our business is subject to the risks of earthquakes, fire, power outages, floods and other catastrophic events, and to interruption by man-made problems such as terrorism.**

A significant natural disaster, such as an earthquake, a fire, a flood, or significant power outage could have a material adverse impact on our business, results of operations, and financial condition. Our corporate headquarters and the servers hosting our cloud services are located in California, a region known for seismic activity. In addition, natural disasters could affect our supply chain, manufacturing vendors, or logistics providers’ ability to provide materials and perform services such as manufacturing products or assisting with shipments on a timely basis. In the event that our or our service providers’ information technology systems or manufacturing or logistics abilities are hindered by any of the events discussed above, shipments could be delayed, resulting in missed financial targets, such as revenue and shipment targets, for a particular quarter. In addition, acts of terrorism and other geo-political unrest could cause disruptions in our business or the business of our supply chain, manufacturers, logistics providers, partners, or customers or the economy as a whole. Any disruption in the business of our supply chain, manufacturers, logistics providers, partners or end-customers that impacts sales at the end of a fiscal quarter could have a significant adverse impact on our financial results. All of the aforementioned risks may be further increased if the disaster recovery plans for us and our suppliers prove to be inadequate. To the extent that any of the above should result in delays or cancellations of customer orders, or the delay in the manufacture, deployment or shipment of our products, our business, financial condition and results of operations would be adversely affected.

**If we fail to comply with environmental requirements, our business, financial condition, results of operations and reputation could be adversely affected.**

We are subject to various environmental laws and regulations including laws governing the hazardous material content of our products and laws relating to the collection and recycling of electrical and electronic equipment. Examples of these laws and regulations include the European Union, or EU, Restrictions on the Use of certain Hazardous Substances in Electronic Equipment Directive and the EU Waste Electrical and Electronic Equipment Directive as well as the implementing legislation of the EU member states. Similar laws and regulations have been passed or are pending in China, South Korea and Japan and may be enacted in other regions, including in the United States, and we are, or may in the future be, subject to these laws and regulations.

Our failure to comply with past, present, and future laws could result in reduced sales of our products, substantial product inventory write-offs, reputational damage, penalties, and other sanctions, any of which could harm our business and financial condition. We also expect that our products will be affected by new environmental laws and regulations on an ongoing basis. To date, our expenditures for environmental compliance have not had a material impact on our results of operations or cash flows, and although we cannot predict the future impact of such laws or regulations, they will likely result in additional costs and may increase penalties associated with violations or require us to change the content of our products or how they are manufactured, which could have a material adverse effect on our business, results of operations and financial condition.
The enactment of legislation implementing changes in the U.S. taxation of international business activities or the adoption of other tax reform policies could materially impact our financial position and results of operations.

Recent changes to U.S. tax laws, including limitations on the ability of taxpayers to claim and utilize foreign tax credits and the deferral of certain tax deductions until earnings outside of the United States are repatriated to the United States, as well as changes to U.S. tax laws that may be enacted in the future, could impact the tax treatment of our foreign earnings. Due to expansion of our international business activities, any changes in the U.S. taxation of such activities may increase our worldwide effective tax rate and adversely affect our financial condition and operating results.

Our international operations subject us to potentially adverse tax consequences.

We generally conduct our international operations through wholly-owned subsidiaries and report our taxable income in various jurisdictions worldwide based upon our business operations in those jurisdictions. By the end of 2013, we intend to complete the reorganization of our corporate structure and intercompany relationships to more closely align our corporate organization with the expansion of our international business activities. Although we anticipate achieving a reduction in our overall effective tax rate in the future as a result of implementing the new corporate structure, our restructuring efforts will require us to incur expenses in the near term for which we may not realize any benefits. Our intercompany relationships are, and after the implementation of our new corporate structure will continue to be, subject to complex transfer pricing regulations administered by taxing authorities in various jurisdictions. The relevant taxing authorities may disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a disagreement were to occur, and our position were not sustained, we could be required to pay additional taxes, interest and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows and lower overall profitability of our operations. In addition, following the implementation of our new corporate structure, if the intended tax treatment of the structure is not accepted by the applicable taxing authorities, changes in tax law negatively impact the structure or we do not operate our business consistent with the structure and applicable tax laws and regulations, we may fail to achieve any tax advantages as a result of the new corporate structure, and our future operating results and financial condition may be negatively impacted.

We could be subject to additional tax liabilities.

We are subject to U.S. federal, state, local and sales taxes in the United States and foreign income taxes, withholding taxes and transaction taxes in numerous foreign jurisdictions. Significant judgment is required in evaluating our tax positions and our worldwide provision for taxes. During the ordinary course of business, there are many activities and transactions for which the ultimate tax determination is uncertain. In addition, our tax obligations and effective tax rates could be adversely affected by changes in the relevant tax, accounting and other laws, regulations, principles and interpretations, including those relating to income tax nexus, by recognizing tax losses or lower than anticipated earnings in jurisdictions where we have lower statutory rates and higher than anticipated earnings in jurisdictions where we have higher statutory rates, by changes in foreign currency exchange rates, or by changes in the valuation of our deferred tax assets and liabilities. We may be audited in various jurisdictions, and such jurisdictions may assess additional taxes, sales taxes and value-added taxes against us. Although we believe our tax estimates are reasonable, the final determination of any tax audits or litigation could be materially different from our historical tax provisions and accruals, which could have a material adverse effect on our operating results or cash flows in the period or periods for which a determination is made.

Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.

In general, under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, a corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its pre-change net operating losses, or NOLs, to offset future taxable income. Our existing NOLs may be subject to limitations arising from previous ownership changes, and if we undergo an ownership change in connection with or after this offering or
any future offering, our ability to utilize NOLs could be further limited by Section 382 of the Code. Future changes in our stock ownership, some of which are outside of our control, could result in an ownership change under Section 382 of the Code. Furthermore, our ability to utilize NOLs of companies that we may acquire in the future may be subject to limitations. There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs, or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable to offset future income tax liabilities. For these reasons, we may not be able to utilize a material portion of the NOLs reflected on our balance sheet, even if we attain profitability.

**Risks Related to this Offering, the Securities Markets and Ownership of Our Common Stock**

*The price of our common stock may be volatile, and the value of your investment could decline.*

Technology stocks have historically experienced high levels of volatility. The trading price of our common stock following this offering may fluctuate substantially. Following the completion of this offering, the market price of our common stock may be higher or lower than the price you pay in the offering, depending on many factors, some of which are beyond our control and may not be related to our operating performance. These fluctuations could cause you to lose all or part of your investment in our common stock. Factors that could cause fluctuations in the trading price of our common stock include the following:

- announcements of new products, services or technologies, commercial relationships, acquisitions or other events by us or our competitors;
- changes in how customers perceive the effectiveness of our platform in protecting against advanced cyber attacks or other reputational harm;
- price and volume fluctuations in the overall stock market from time to time;
- significant volatility in the market price and trading volume of technology companies in general and of companies in the IT security industry in particular;
- fluctuations in the trading volume of our shares or the size of our public float;
- actual or anticipated changes or fluctuations in our results of operations;
- whether our results of operations meet the expectations of securities analysts or investors;
- actual or anticipated changes in the expectations of investors or securities analysts;
- litigation involving us, our industry, or both;
- regulatory developments in the United States, foreign countries or both;
- general economic conditions and trends;
- major catastrophic events;
- sales of large blocks of our common stock; or
- departures of key personnel.

In addition, if the market for technology stocks or the stock market in general experiences a loss of investor confidence, the trading price of our common stock could decline for reasons unrelated to our business, results of operations or financial condition. The trading price of our common stock might also decline in reaction to events that affect other companies in our industry even if these events do not directly affect us. In the past, following periods of volatility in the market price of a company’s securities, securities class action litigation has often been brought against that company. If our stock price is volatile, we may become the target of securities litigation. Securities litigation could result in substantial costs and divert our management’s attention and resources from our business. This could have a material adverse effect on our business, results of operations and financial condition.

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Sales of substantial amounts of our common stock in the public markets, or the perception that such sales might occur, could reduce the price that
our common stock might otherwise attain and may dilute your voting power and your ownership interest in us.

Sales of a substantial number of shares of our common stock in the public market after this offering, or the perception that such sales could occur,
could adversely affect the market price of our common stock and may make it more difficult for you to sell your common stock at a time and price that you
deem appropriate. Based on the total number of outstanding shares of our common stock as of June 30, 2013, upon completion of this offering, we will have
shares of common stock outstanding. All of the shares of common stock sold in this offering will be freely tradable without restrictions or further
registration under the Securities Act of 1933, as amended, or the Securities Act, except for any shares held by our “affiliates” as defined in Rule 144 under the
Securities Act.

Subject to certain exceptions described under the caption “Underwriters,” we and all of our directors and executive officers and substantially all of our
equity holders have agreed not to offer, pledge, sell or contract to sell, directly or indirectly, any shares of common stock without the prior written consent of
Morgan Stanley & Co. LLC and Goldman, Sachs & Co., on behalf of the underwriters, for a period of 180 days from the date of this prospectus. When the
lock-up period expires, we and our locked-up security holders will be able to sell our shares in the public market. In addition, the underwriters may, in their
sole discretion, release all or some portion of the shares subject to lock-up agreements prior to the expiration of the lock-up period. See the section of this
prospectus captioned “Shares Eligible for Future Sale” for more information. Sales of a substantial number of such shares upon expiration, or the perception
that such sales may occur, or early release of the lock-up, could cause our share price to fall or make it more difficult for you to sell your common stock at a
time and price that you deem appropriate.

Based on shares outstanding as of June 30, 2013, holders of up to approximately          shares, or         %, of our common stock will have rights,
subject to certain conditions, to require us to file registration statements covering the sale of their shares or to include their shares in registration statements
that we may file for ourselves or other stockholders. We also intend to register the offer and sale of all shares of common stock that we may issue under our equity
compensation plans.

We may issue our shares of common stock or securities convertible into our common stock from time to time in connection with a financing, acquisition
or otherwise. Any such issuance could result in substantial dilution to our existing stockholders and cause the trading price of our common stock to decline.

Insiders will continue to have substantial control over us after this offering, which could limit your ability to influence the outcome of key
transactions, including a change of control.

Our directors, executive officers and each of our stockholders who owns greater than 5% of our outstanding common stock, in the aggregate, will
beneficially own approximately         % of the outstanding shares of our common stock after the completion of this offering, based on the number of shares outstanding
as of June 30, 2013. As a result, these stockholders, if acting together, will be able to influence or control matters requiring approval by our
stockholders, including the election of directors and the approval of mergers, acquisitions or other extraordinary transactions. They may also have interests
that differ from yours and may vote in a way with which you disagree and which may be adverse to your interests. This concentration of ownership may have
the effect of delaying, preventing or deterring a change of control of our company, could deprive our stockholders of an opportunity to receive a premium for
their common stock as part of a sale of our company and might ultimately affect the market price of our common stock.

We cannot assure you that a market will develop for our common stock or what the market price of our common stock will be.

We intend to apply for listing of our common stock on          under the symbol “FEYE.” However, we cannot assure you that an active trading
market for our common stock will develop on such exchange or elsewhere or, if developed, that any market will be sustained. We cannot predict the prices at
which our common
stock will trade. The initial public offering price of our common stock was determined by negotiations with the underwriters and may not bear any relationship to the market price at which our common stock will trade after this offering or to any other established criteria of the value of our business.

We have broad discretion in the use of the net proceeds that we receive in this offering.

The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our stock and thereby enable access to the public equity markets by our employees and stockholders, obtain additional capital and increase our visibility in the marketplace. As of the date of this prospectus, we have no specific plans for the use of the net proceeds we receive from this offering. However, we currently intend to use the net proceeds we receive from this offering primarily for general corporate purposes, including headcount expansion, working capital, sales and marketing activities, product development, general and administrative matters, and capital expenditures. Accordingly, our management will have broad discretion over the specific use of the net proceeds that we receive in this offering and might not be able to obtain a significant return, if any, on investment of these net proceeds. Investors in this offering will need to rely upon the judgment of our management with respect to the use of proceeds. If we do not use the net proceeds that we receive in this offering effectively, our business, results of operations and financial condition could be harmed.

We do not intend to pay dividends for the foreseeable future.

We have never declared or paid any dividends on our common stock. We intend to retain any earnings to finance the operation and expansion of our business, and we do not anticipate paying any cash dividends in the future. As a result, you may only receive a return on your investment in our common stock if the market price of our common stock increases.

The requirements of being a public company may strain our resources, divert management’s attention and affect our ability to attract and retain qualified board members.

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the listing requirements of the securities exchange on which our common stock will be traded and other applicable securities rules and regulations. Compliance with these rules and regulations will increase our legal and financial compliance costs, make some activities more difficult, time-consuming or costly, and increase demand on our systems and resources. Among other things, the Exchange Act requires that we file annual, quarterly and current reports with respect to our business and results of operations and maintain effective disclosure controls and procedures and internal control over financial reporting. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight may be required. As a result, management’s attention may be diverted from other business concerns, which could harm our business and results of operations. Although we have already hired additional employees to comply with these requirements, we may need to hire even more employees in the future, which will increase our costs and expenses.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs, and making some activities more time consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest resources to comply with evolving laws, regulations, and standards, and this investment will increase our general and administrative expense and a diversion of management’s time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations, and standards are unsuccessful, regulatory authorities may initiate legal proceedings against us and our business may be harmed.

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We also expect that being a public company and these new rules and regulations will make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified executive officers and members of our board of directors, particularly to serve on our audit committee and compensation committee.

In addition, as a result of our disclosure obligations as a public company, we will have reduced strategic flexibility and will be under pressure to focus on short-term results, which may adversely impact our ability to achieve long-term profitability.

We are an "emerging growth company," and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.

For so long as we remain an "emerging growth company," as defined in the Jumpstart Our Business Startups Act, or the JOBS Act, we may take advantage of certain exemptions from various requirements that are applicable to public companies that are not "emerging growth companies," including not being required to comply with the independent auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We will remain an "emerging growth company" until the earliest of (i) the last day of the fiscal year following the fifth anniversary of the completion of this offering, (ii) the last day of the first fiscal year in which our annual gross revenue is $1 billion or more, (iii) the date on which we have, during the previous rolling three-year period, issued more than $1 billion in non-convertible debt securities or (iv) the date on which we are deemed to be a "large accelerated filer" as defined in the Exchange Act. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock, and our stock price may be more volatile and may decline.

In addition, the JOBS Act also provides that an "emerging growth company" can take advantage of an extended transition period for complying with new or revised accounting standards. However, we have chosen to "opt out" of such extended transition period, and as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. Our decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

As a result of becoming a public company, we will be obligated to implement and maintain proper and effective internal control over financial reporting. We may not complete our analysis of our internal control over financial reporting in a timely manner, or these internal controls may not be determined to be effective, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.

We will be required, pursuant to the Exchange Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting for the first fiscal year beginning after the effective date of this offering. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting.

We are currently evaluating our internal controls, identifying and remediating deficiencies in those internal controls and documenting the results of our evaluation, testing and remediation. We may not be able to complete our evaluation, testing and any required remediation in a timely fashion. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting that we are unable to remediate before the end of the same fiscal year in which the material weakness is identified, we will be unable to assert that our internal controls are effective. If we are unable to assert that our internal control over financial reporting is effective, or if our auditors, when required, are unable to attest to management’s report
on the effectiveness of our internal controls, we could lose investor confidence in the accuracy and completeness of our financial reports, which would cause the price of our common stock to decline.

As a public company, we will be required to disclose material changes made in our internal control and procedures on a quarterly basis. However, our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act until the later of the year following our first annual report required to be filed with the SEC or the date we are no longer an “emerging growth company” as defined in the JOBS Act, if we take advantage of the exemptions contained in the JOBS Act. To comply with the requirements of being a public company, we may need to undertake various actions, such as implementing new internal controls and procedures and hiring accounting or internal audit staff.

Because the initial public offering price of our common stock will be substantially higher than the pro forma net tangible book value per share of our outstanding common stock following this offering, new investors will experience immediate and substantial dilution.

The initial public offering price of our common stock will be substantially higher than the pro forma net tangible book value per share of our common stock immediately following this offering based on the total value of our tangible assets less our total liabilities. Therefore, if you purchase shares of our common stock in this offering, you will experience immediate dilution of $ per share, the difference between the price per share you pay (based on the midpoint of the price range on the cover of this prospectus) for our common stock and the pro forma net tangible book value per share of our common stock as of June 30, 2013, after giving effect to the issuance of shares of our common stock in this offering. See “Dilution” below.

If securities or industry analysts do not publish research or reports about our business, or publish inaccurate or unfavorable research reports about our business, our share price and trading volume could decline.

The trading market for our common stock will, to some extent, depend on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. If one or more of the analysts who cover us should downgrade our shares or change their opinion of our shares, our share price would likely decline. If one or more of these analysts ceases coverage of our company or fails to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our share price or trading volume to decline.

Our charter documents and Delaware law could discourage takeover attempts and lead to management entrenchment.

Our amended and restated certificate of incorporation and amended and restated bylaws that will be in effect upon completion of this offering contain provisions that could delay or prevent a change in control of our company. These provisions could also make it difficult for stockholders to elect directors who are not nominated by the current members of our board of directors or take other corporate actions, including effecting changes in our management. These provisions include:

- a classified board of directors with three-year staggered terms, which could delay the ability of stockholders to change the membership of a majority of our board of directors;
- the ability of our board of directors to issue shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquiror;
- the exclusive right of our board of directors to elect a director to fill a vacancy created by the expansion of our board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
• a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;

• the requirement that a special meeting of stockholders may be called only by our board of directors, the chairperson of our board of directors, our chief executive officer or our president (in the absence of a chief executive officer), which could delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors;

• the requirement for the affirmative vote of holders of at least 66 \( \frac{2}{3} \)\% of the voting power of all of the then outstanding shares of the voting stock, voting together as a single class, to amend the provisions of our amended and restated certificate of incorporation relating to the management of our business (including our classified board structure) or certain provisions of our amended and restated bylaws, which may inhibit the ability of an acquiror to effect such amendments to facilitate an unsolicited takeover attempt;

• the ability of our board of directors to amend the bylaws, which may allow our board of directors to take additional actions to prevent an unsolicited takeover and inhibit the ability of an acquiror to amend the bylaws to facilitate an unsolicited takeover attempt; and

• advance notice procedures with which stockholders must comply to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders’ meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror’s own slate of directors or otherwise attempting to obtain control of us.

In addition, as a Delaware corporation, we are subject to Section 203 of the Delaware General Corporation Law, which may prohibit large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or combining with us for a specified period of time.
SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections entitled “Prospectus Summary,” “Risk Factors,” “Use of Proceeds,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Business” contains forward-looking statements. The words “believe,” “may,” “will,” “potentially,” “estimate,” “continue,” “anticipate,” “intend,” “could,” “would,” “project,” “plan,” “expect,” the negative and plural forms of these words and similar expressions that convey uncertainty of future events or outcomes are intended to identify forward-looking statements. These forward-looking statements include, but are not limited to, statements concerning the following:

• the evolution of the threat landscape facing our customers and prospects;
• our ability to educate the market regarding the advantages of our virtual machine-based security solution;
• our ability to maintain an adequate rate of revenue growth;
• our future financial and operating results;
• our business plan and our ability to effectively manage our growth and associated investments;
• beliefs and objectives for future operations;
• our ability to expand our leadership position in advanced network security;
• our ability to attract and retain customers;
• our ability to further penetrate our existing customer base;
• our expectations concerning renewal rates for subscriptions and services by existing customers;
• our ability to maintain our competitive technological advantages against new entrants in our industry;
• our ability to timely and effectively scale and adapt our existing technology;
• our ability to innovate new products and bring them to market in a timely manner;
• our ability to maintain, protect, and enhance our brand and intellectual property;
• our ability to expand internationally;
• our plans to reorganize our corporate structure and intercompany relationships and our ability to improve our overall effective tax rate;
• the effects of increased competition in our market and our ability to compete effectively;
• cost of revenues, including changes in costs associated with production, manufacturing and customer support;
• operating expenses, including changes in research and development, sales and marketing, and general and administrative expenses;
• anticipated income tax rates;
• sufficiency of cash to meet cash needs for at least the next 12 months;
• our ability to maintain our good standing with the United States and international governments and capture new contracts;
• costs associated with defending intellectual property infringement and other claims, such as those claims discussed in “Business—Legal Proceedings”;
• our expectations concerning relationships with third parties, including channel partners and logistics providers;
• economic and industry trends or trend analysis;
• the attraction and retention of qualified employees and key personnel;
• future acquisitions of or investments in complementary companies, products, subscriptions or technologies; and
• the effects of seasonal trends on our results of operations.

These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including those described in “Risk Factors” and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties, and assumptions, the forward-looking events and circumstances discussed in this prospectus may not occur, or unanticipated events or circumstances that we did not foresee may materialize, either of which could cause actual results to differ materially and adversely from those anticipated or implied in our forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in our forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance or events and circumstances described in the forward-looking statements will be achieved or occur. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. We undertake no obligation to update publicly any forward-looking statements for any reason after the date of this prospectus to conform these statements to actual results or to changes in our expectations, except as required by law.

You should read this prospectus and the documents that we reference in this prospectus and have filed with the SEC as exhibits to the registration statement of which this prospectus is a part with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.
MARKET AND INDUSTRY DATA

Unless otherwise indicated, information contained in this prospectus concerning our industry and the markets in which we operate, including our general expectations and market position, market opportunity, and market size, is based on information from various sources, including Gartner, Inc., or Gartner, and International Data Corporation, or IDC, on assumptions we have made based on such data and other similar sources and on our knowledge of the markets for our products, subscriptions and services. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. In addition, projections, assumptions and estimates of our future performance and the future performance of the industry in which we operate is necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in “Risk Factors” and elsewhere in this prospectus. These and other factors could cause actual results to differ materially from the estimates made by the independent parties and by us.

The Gartner Reports described herein represent data, research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, and are not representations of fact. Each Gartner Report speaks as of its original publication date (and not as of the date of this prospectus) and the opinions expressed in the Gartner Reports are subject to change without notice.

In certain instances, the sources of the market and industry data contained in this prospectus are identified by superscript notations. The sources of these data are provided below:


(2) Department of Defense’s U.S. Cyber Command’s Challenges and Opportunities to Make Military Networks Safe in Cyberspace, Author: Steve Hawald, Review date: 19 June 2012.

USE OF PROCEEDS

We estimate that the net proceeds from our sale of $ per share, the midpoint of the price range reflected on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, will be approximately $ million, or $ million if the underwriters exercise their over-allotment option in full. A $1.00 increase (decrease) in the assumed initial public offering price would increase (decrease) the net proceeds to us from this offering by $ million, assuming the number of shares offered by us, as reflected on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The principal purposes of this offering are to increase our capitalization and financial flexibility; create a public market for our stock, thereby enabling access to the public equity markets by our employees and stockholders; obtain additional capital; and increase our visibility in the marketplace. We intend to use the net proceeds received from this offering primarily for general corporate purposes, including headcount expansion, working capital, sales and marketing activities, product development, general and administrative matters, and capital expenditures. We may also use a portion of the net proceeds for the acquisition of, or investment in, technologies, solutions or businesses that complement our business, although we have no present commitments to complete any such transactions at this time. We will have broad discretion over the uses of the net proceeds of this offering. Pending these uses, we intend to invest the net proceeds from this offering in short-term, investment-grade interest-bearing securities such as money market accounts, certificates of deposit, commercial paper, and guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have never declared or paid cash dividends on our common stock. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not anticipate paying any dividends on our common stock in the foreseeable future, if at all. Any future determination to declare dividends will be made at the discretion of our board of directors and will depend on our financial condition, operating results, capital requirements, general business conditions and other factors that our board of directors may deem relevant.
CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of June 30, 2013 on:

- an actual basis;
- a pro forma basis, giving effect to the automatic conversion of all outstanding shares of our convertible preferred stock into 74,221,533 shares of common stock, the related reclassification of the preferred stock warrant liability to additional paid-in capital and the effectiveness of our amended and restated certificate of incorporation as of immediately prior to the completion of this offering, as if such conversion had occurred and our amended and restated certificate of incorporation had become effective on June 30, 2013; and
- a pro forma as adjusted basis, giving effect to the pro forma adjustments and the sale of shares of common stock by us in this offering, based on an assumed initial public offering price of $ per share, the midpoint of the price range reflected on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma as adjusted information set forth in the table below is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

You should read this table together with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our audited consolidated financial statements and related notes included elsewhere in this prospectus.

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2013</th>
<th>Pro Forma As Adjusted(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$ 54,085</td>
<td>$ 54,085</td>
</tr>
<tr>
<td>Total debt, current and non-current portion</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Preferred stock warrant liability</td>
<td>6,507</td>
<td>—</td>
</tr>
</tbody>
</table>

Stockholders’ equity:

- Convertible preferred stock, par value of $0.0001 per share; 65,326,602 shares authorized, 64,589,760 issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted
- Preferred stock, par value of $0.0001 per share; no shares authorized, issued and outstanding, actual; shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted
- Common stock, par value of $0.0001 per share; 130,000,000 shares authorized, 28,074,316 issued and outstanding, actual; shares authorized, 102,995,849 issued and outstanding, pro forma and pro forma as adjusted

Additional paid-in capital | 125,008 | 131,515 |
Accumulated deficit | (170,063) | (170,063) |
Total stockholders’ equity | (45,046) | (38,539) |
Total capitalization | $ (18,539) | $ (18,539) |

(1) Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range reflected on the cover page of this prospectus, would increase
(decrease) our pro forma as adjusted cash and cash equivalents, additional paid-in capital, total stockholders’ equity and total capitalization by approximately $  million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The number of shares of our common stock to be outstanding after this offering is based on 102,295,849 shares of our common stock outstanding as of June 30, 2013, and excludes:

• 20,433,497 shares of common stock issuable upon the exercise of stock options outstanding as of June 30, 2013, with a weighted-average exercise price of $3.75 per share;
• 1,253,000 shares of common stock issuable upon the exercise of stock options granted after June 30, 2013 with a weighted-average exercise price of $10.25 per share;
• 483,000 shares of common stock issuable upon the vesting of restricted stock units outstanding as of June 30, 2013;
• 23,711 shares of restricted common stock granted after June 30, 2013;
• 615,790 shares of common stock issuable upon the exercise of convertible preferred stock warrants outstanding as of June 30, 2013, with a weighted-average exercise price of $0.8151 per share; and
• shares of common stock reserved for future grant or issuance under our stock-based compensation plans, consisting of:
  • 2,042,630 shares of common stock as of June 30, 2013 reserved for future grants under our 2008 Stock Plan, which shares will be added to the shares to be reserved under our 2013 Equity Incentive Plan, which will become effective in connection with this offering;
  • shares of common stock reserved for future grants under our 2013 Equity Incentive Plan;
  • shares of common stock reserved for future issuance under our 2013 Employee Stock Purchase Plan, which will become effective in connection with this offering; and
  • any shares of common stock that become available subsequent to this offering under our 2013 Equity Incentive Plan and 2013 Employee Stock Purchase Plan pursuant to provisions thereof that automatically increase the share reserves under such plans each year, as more fully described in “Executive Compensation—Employee Benefit and Stock Plans.”

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DILUTION

If you invest in our common stock, your interest will be diluted to the extent of the difference between the amount per share paid by purchasers of shares of common stock in this offering and the pro forma as adjusted net tangible book value per share of common stock immediately after the completion of this offering.

As of June 30, 2013, our net tangible book value was approximately $ million, or $ per share of common stock. Our net tangible book value per share represents the amount of our total tangible assets reduced by the amount of our total liabilities and divided by the total number of shares of our common stock outstanding as of June 30, 2013, assuming the conversion of all outstanding shares of our convertible preferred stock into shares of common stock.

After giving effect to our sale in this offering of shares of our common stock, at an assumed initial public offering price of $ per share, the midpoint of the price range reflected on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma net tangible book value as of June 30, 2013 would have been approximately $ million, or $ per share of our common stock. This represents an immediate increase in pro forma net tangible book value of $ per share to our existing stockholders and an immediate dilution of $ per share to investors purchasing shares in this offering.

The following table illustrates this dilution:

| Assumed initial public offering price per share | $ |
| Pro forma net tangible book value per share as of June 30, 2013, before giving effect to this offering | $ |
| Increase per share attributable to this offering | $ |
| Pro forma net tangible book value, as adjusted to give effect to this offering | $ |
| Dilution in pro forma net tangible book value per share to new investors purchasing shares in this offering | $ |

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range reflected on the cover page of this prospectus, would increase (decrease) our pro forma net tangible book value, as adjusted to give effect to this offering, by $ per share, the increase (decrease) attributable to this offering by $ per share, and the dilution in pro forma as adjusted net tangible book value per share to new investors purchasing shares in this offering by $ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated expenses payable by us.

If the underwriters exercise their over-allotment option in full, the pro forma net tangible book value per share of our common stock after giving effect to this offering would be $ per share, and the dilution in net tangible book value per share to investors in this offering would be $ per share.
The following table summarizes, on a pro forma as adjusted basis as of June 30, 2013 after giving effect to (i) the automatic conversion of all of our convertible preferred stock into common stock, (ii) the effectiveness of our amended and restated certificate of incorporation, and (iii) the completion of this offering at an assumed initial public offering price of $\ldots$ per share, the midpoint of the price range reflected on the cover page of this prospectus, the difference between existing stockholders and new investors with respect to the number of shares of common stock purchased from us, the total consideration paid to us, and the average price per share paid, before deducting estimated underwriting discounts and commissions and estimated offering expenses:

<table>
<thead>
<tr>
<th>Shares Purchased</th>
<th>Total Consideration</th>
<th>Average Price Per Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td><strong>Existing stockholders</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>New public investors</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100.0%</td>
<td>$</td>
</tr>
</tbody>
</table>

A $1.00 increase (decrease) in the assumed initial public offering price of $\ldots$ per share, the midpoint of the price range reflected on the cover page of this prospectus, would increase (decrease) total consideration paid by new investors and total consideration paid by all stockholders by approximately $\ldots$ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

To the extent that our outstanding warrants or any of our outstanding options are exercised or additional options, warrants or shares of common stock are issued in the future, investors will experience further dilution.

Except as otherwise indicated, the above discussion and tables assume no exercise of the underwriters’ over-allotment option. If the underwriters exercise their over-allotment option in full, our existing stockholders would own \ldots\% and our new investors would own \ldots\% of the total number of shares of our common stock outstanding upon the completion of this offering.

The number of shares of our common stock to be outstanding after this offering is based on 102,295,849 shares of our common stock outstanding as of June 30, 2013, and excludes:

- 20,433,497 shares of common stock issuable upon the exercise of stock options outstanding as of June 30, 2013, with a weighted-average exercise price of $3.75 per share;
- 1,253,000 shares of common stock issuable upon the exercise of stock options granted after June 30, 2013 with a weighted-average exercise price of $10.25 per share;
- 483,000 shares of common stock issuable upon the vesting of restricted stock units outstanding as of June 30, 2013;
- 23,711 shares of restricted common stock granted after June 30, 2013;
- 615,790 shares of common stock issuable upon the exercise of convertible preferred stock warrants outstanding as of June 30, 2013, with a weighted-average exercise price of $0.8151 per share; and
- shares of common stock reserved for future grant or issuance under our stock-based compensation plans, consisting of:
  - 2,042,630 shares of common stock as of June 30, 2013 reserved for future grants under our 2008 Stock Plan, which shares will be added to the shares to be reserved under our 2013 Equity Incentive Plan, which will become effective in connection with this offering;
  - shares of common stock reserved for future grants under our 2013 Equity Incentive Plan;
shares of common stock reserved for future issuance under our 2013 Employee Stock Purchase Plan, which will become effective in connection with this offering; and

any shares of common stock that become available subsequent to this offering under our 2013 Equity Incentive Plan and 2013 Employee Stock Purchase Plan pursuant to provisions thereof that automatically increase the share reserves under such plans each year, as more fully described in “Executive Compensation—Employee Benefit and Stock Plans.”
## SELECTED CONSOLIDATED FINANCIAL DATA

The selected consolidated statements of operations data for the years ended December 31, 2010, 2011 and 2012 and the consolidated balance sheet data as of December 31, 2011 and 2012 are derived from our audited consolidated financial statements included elsewhere in this prospectus. The selected consolidated statement of operations data for the six months ended June 30, 2012 and 2013, and the consolidated balance sheet data as of June 30, 2013, are derived from our unaudited interim consolidated financial statements included elsewhere in this prospectus. The selected consolidated balance sheet data as of December 31, 2009 and December 31, 2010 are derived from our audited consolidated financial statements that are not included in this prospectus. The unaudited interim consolidated financial statements were prepared on a basis consistent with our audited consolidated financial statements and, in the opinion of management, include all adjustments of a normal, recurring nature that are necessary for the fair presentation of the financial statements. The selected consolidated financial data below should be read in conjunction with the section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes included elsewhere in this prospectus. The selected consolidated financial data in this section are not intended to replace our consolidated financial statements and the related notes, and are qualified in their entirety by the consolidated financial statements and related notes included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected for the full fiscal year or any period in the future.

### Consolidated Statements of Operations Data:

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>Six Months Ended June 30,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2009</td>
</tr>
<tr>
<td>(In thousands, except per share data)</td>
<td></td>
</tr>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>$1,353</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>2,495</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>1,641</td>
</tr>
<tr>
<td><strong>Cost of revenue</strong></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>1,171</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>135</td>
</tr>
<tr>
<td><strong>Total cost of revenue</strong></td>
<td>1,306</td>
</tr>
<tr>
<td><strong>Total gross profit</strong></td>
<td>335</td>
</tr>
<tr>
<td><strong>Operating expenses</strong></td>
<td></td>
</tr>
<tr>
<td>Research and development(3)</td>
<td>3,910</td>
</tr>
<tr>
<td>Sales and marketing(5)</td>
<td>3,063</td>
</tr>
<tr>
<td>General and administrative(5)</td>
<td>2,208</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td>9,181</td>
</tr>
<tr>
<td><strong>Loss before income taxes</strong></td>
<td>(8,846)</td>
</tr>
<tr>
<td><strong>Interest income</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Interest expense</strong></td>
<td>(5)</td>
</tr>
<tr>
<td><strong>Other income (expense), net</strong></td>
<td>43</td>
</tr>
<tr>
<td><strong>Loss before income taxes</strong></td>
<td>(8,807)</td>
</tr>
<tr>
<td><strong>Provision for (benefit from) income taxes</strong></td>
<td>(12)</td>
</tr>
<tr>
<td><strong>Net loss</strong></td>
<td>(8,820)</td>
</tr>
<tr>
<td><strong>Net loss per share attributable to common stockholders, basic and diluted</strong></td>
<td>(1.42)</td>
</tr>
<tr>
<td><strong>Weighted-average shares used to compute net loss per share attributable to common stockholders</strong></td>
<td>6,211</td>
</tr>
<tr>
<td><strong>Pro forma net loss per share attributable to common stockholders, basic and diluted</strong></td>
<td>(0.39)</td>
</tr>
<tr>
<td><strong>Pro forma weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted</strong></td>
<td>84,664</td>
</tr>
</tbody>
</table>
(1) Includes share-based compensation expense as follows:

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31</th>
<th></th>
<th>Year Ended December 31</th>
<th></th>
<th>Six Months Ended June 30</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stock-Based Compensation Expense:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of product revenue</td>
<td>$7</td>
<td>$4</td>
<td>$39</td>
<td>$170</td>
<td>$54</td>
<td>$704</td>
</tr>
<tr>
<td>Research and development</td>
<td>43</td>
<td>60</td>
<td>148</td>
<td>1,465</td>
<td>238</td>
<td>2,075</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>5</td>
<td>63</td>
<td>360</td>
<td>1,672</td>
<td>561</td>
<td>2,094</td>
</tr>
<tr>
<td>General and administrative</td>
<td>9</td>
<td>10</td>
<td>168</td>
<td>3,536</td>
<td>960</td>
<td>2,657</td>
</tr>
<tr>
<td><strong>Total stock-based compensation expense</strong></td>
<td>$64</td>
<td>$137</td>
<td>$715</td>
<td>$6,843</td>
<td>$1,813</td>
<td>$7,530</td>
</tr>
</tbody>
</table>

**Consolidated Balance Sheet Data:**

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$1,265</td>
<td>$7,665</td>
<td>$10,676</td>
<td>$60,200</td>
<td>$54,085</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Working capital, excluding deferred revenue and costs</td>
<td>1,501</td>
<td>10,302</td>
<td>18,319</td>
<td>75,074</td>
<td>41,507</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total assets</td>
<td>3,210</td>
<td>15,676</td>
<td>35,646</td>
<td>125,273</td>
<td>139,487</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total deferred revenue</td>
<td>2,502</td>
<td>6,266</td>
<td>30,102</td>
<td>76,406</td>
<td>102,585</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total long-term debt, current portion</td>
<td>83</td>
<td>497</td>
<td>1,400</td>
<td>1,231</td>
<td>—</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total long-term debt, non-current portion</td>
<td>25</td>
<td>3,174</td>
<td>4,528</td>
<td>10,916</td>
<td>20,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preferred stock warrant liability</td>
<td>8</td>
<td>189</td>
<td>994</td>
<td>3,529</td>
<td>6,507</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total stockholders’ equity (deficit)</td>
<td>(409)</td>
<td>1,348</td>
<td>(14,651)</td>
<td>5,390</td>
<td>(45,046)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with the consolidated financial statements and related notes that are included elsewhere in this prospectus. This discussion contains forward-looking statements based upon current plans, expectations and beliefs that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under “Risk Factors” and in other parts of this prospectus.

Overview

We have invented a purpose-built, virtual machine-based security platform that provides real-time protection to enterprises and governments worldwide against the next generation of cyber attacks. Our technology approach represents a paradigm shift from how IT security has been conducted since the earliest days of the information technology industry. The core of our purpose-built, virtual machine-based security platform is our virtual execution engine, to which we refer as our MVX engine, which identifies and protects against known and unknown threats that existing signature-based technologies are unable to detect.

We believe it is imperative for organizations to invest in this new approach to security to protect their critical assets, such as intellectual property and customer and financial data, from the global pandemic of cybercrime, cyber espionage and cyber warfare.

We were founded in 2004 to address the fundamental limitations of legacy signature-based technologies in detecting and blocking sophisticated cyber attacks. From 2004 to 2008, we focused our efforts on research and development to build our virtual machine technology. We released our first product, the Web Malware Protection System, or Web MPS, in 2008. Our Web MPS is designed to analyze and block advanced attacks via the Web. Since that time, we have continued to enhance our product portfolio, releasing our Email MPS in 2011 and our File MPS in 2012. Our Email MPS and File MPS address advanced threats that are introduced through email attachments and file shares. Due to the scale of our customer deployments and our customers’ desire for deeper analysis of potential malicious software, we also provide management and analysis appliances, specifically our Central Management System, or CMS, and our Malware Analysis System, or MAS. We support and enhance the functionality of our products through our Dynamic Threat Intelligence, or DTI, cloud, a subscription service that offers global threat intelligence sharing and provides a closed-loop system that leverages the network effects of a globally distributed, automated threat analysis network. Our nine years of research and development in virtual machine technology, anomaly detection and associated heuristic algorithms has enabled us to provide signature-less threat protection against next-generation cyber attacks.

We primarily market and sell our virtual machine-based security platform to Global 2000 companies in a broad range of industries and governments worldwide. As of June 30, 2013, we had over 1,100 end-customers, including over 100 of the Fortune 500.

We have experienced rapid growth over the last several years, increasing our revenue at a compound annual growth rate of 167% from 2009 to 2012. We have also increased our number of employees from 35 as of December 31, 2008 to 416 and 932 as of December 31, 2012 and June 30, 2013, respectively. We expect to continue rapidly scaling our organization to meet the needs of our customers and to pursue opportunities in new and existing markets. We intend to continue to invest in the development of our sales and marketing teams, with a particular focus on expanding our network of international channel partners, opening sales offices, hiring key sales and marketing personnel and carrying out associated marketing activities in key geographies. As of June 30, 2013, we were selling our solution to end-customers in over 40 countries, and we expect revenue from international sales to grow as a percentage of our overall revenue. By the end of 2013, we intend to complete the reorganization of our corporate structure and intercompany relationships to more closely align our corporate organization with the expansion of our international business activities and improve our overall effective tax rate. We also intend to continue to invest in our product development organization to enhance the functionality of our
existing platform, introduce new products and subscriptions, and build upon our technology leadership. Due to our continuing investments to scale our business, particularly internationally, reorganize our corporate structure for improved tax efficiency, pursue new opportunities, enhance our product functionality, introduce new products and build upon our technology leadership in advance of, and in preparation for, our expected increase in sales and expansion of our customer base, we are continuing to incur expenses in the near term for which we may not realize any long-term benefit. As a result, we do not expect to be profitable for the foreseeable future.

During the years ended December 31, 2010, 2011 and 2012, our revenue was $11.8 million, $33.7 million and $83.3 million, representing year-over-year growth of 617%, 186% and 148%, respectively. During the six months ended June 30, 2012 and 2013, our revenue was $29.7 million and $61.6 million, representing year-over-year growth of 165% and 107%, respectively. Our net losses were $9.5 million, $16.8 million and $35.8 million during the years ended December 31, 2010, 2011 and 2012, respectively. Our net losses were $14.3 million and $67.2 million during the six months ended June 30, 2012 and 2013, respectively. During the year ended December 31, 2012, approximately 80%, 8% and 8% of our revenue came from the United States, Asia Pacific and Japan (APAC), and Europe, the Middle East and Africa (EMEA), respectively. During the six months ended June 30, 2013, approximately 74%, 9% and 14% of our revenue came from the United States, APAC and EMEA, respectively.

For a description of factors that may impact our future performance, see the disclosure below under “—Factors Affecting our Performance.”

Our Business Model

We generate revenue from sales of our products, subscriptions and services. Our product revenue consists primarily of revenue from the sale of our MPS portfolio of software-based appliances, consisting of our Web MPS, Email MPS and File MPS, as well as sales of our MAS and CMS appliances. We offer our MPS portfolio as a complete solution to protect the various entry points of a customer’s network from the next generation of cyber attacks. Because the typical customer’s network has more Web entry points to protect than email and file entry points, customers that purchase our MPS portfolio generally purchase more Web MPS appliances than Email MPS or File MPS appliances. As a result, Web MPS accounts for the largest portion of our MPS product revenue. In addition, because most malicious attacks occur through the Web threat vector, smaller customers and customers who do not have the budget to purchase the full MPS portfolio often only purchase Web MPS. While we have experienced steady growth in sales of our Email MPS since its introduction in 2011, these sales have not contributed as quickly to the growth in our overall product revenue because revenue associated with our Email MPS is recognized ratably over the longer of the contractual term or the estimated period the customer is expected to benefit from the product. By contrast, revenue associated with our Web MPS, File MPS, CMS and MAS products is recognized upon shipment. Finally, we recently introduced our File MPS in the second quarter of 2012, and as a result, revenue from our File MPS represents a small percentage of our product revenue.

We require customers to purchase a subscription to our DTI cloud and support and maintenance services when they purchase any part of our MPS portfolio. In addition, we require customers that purchase our Email MPS to also purchase a subscription to our Email MPS Attachment/URL engine. Our customers generally purchase these subscriptions and services for a one or three year term, and revenue from such subscriptions is recognized ratably over the subscription period. Sales of these subscriptions and services, along with sales of Email MPS for multi-year terms, have increased our deferred revenue. As of December 31, 2011, December 31, 2012 and June 30, 2013, our total deferred revenue was $30.1 million, $76.4 million and $102.6 million, respectively. Amortization of this growing deferred revenue has increased our subscription and services revenue as a percentage of total revenue. For the years ended December 31, 2010, December 31, 2011, December 31, 2012 and the six months ended June 30, 2013, subscription and services revenue as a percentage of total revenue was 21%, 26%, 37% and 48%, respectively. While most of the growth in our subscription and services revenue during such years relates to the amortization of the initial subscription and services agreements, renewals of such agreements have also contributed to this growth. Our renewal rate for subscriptions expiring in 2011 and 2012 was in excess of 90%, and we expect to maintain high renewal rates in the future due to the significant value we believe these subscriptions and services add to the efficacy of our MPS portfolio.
Key Business Metrics

We monitor the key business metrics set forth below to help us evaluate growth trends, establish budgets, measure the effectiveness of our sales and marketing efforts, and assess operational efficiencies. We discuss revenue and gross margin below under “—Components of Operating Results.” Deferred revenue, cash flow provided by (used in) operating activities, and free cash flow are discussed immediately below the following table.

<table>
<thead>
<tr>
<th></th>
<th>Year Ended or as of December 31,</th>
<th></th>
<th></th>
<th>Six Months Ended or as of June 30,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
<td>2012</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td>(Dollars in thousands)</td>
<td>(Dollars in thousands)</td>
<td>(Dollars in thousands)</td>
<td>(Dollars in thousands)</td>
</tr>
<tr>
<td>Product revenue</td>
<td>$ 9,270</td>
<td>$ 24,888</td>
<td>$52,265</td>
<td>$18,201</td>
</tr>
<tr>
<td>Subscription and services revenue</td>
<td>2,495</td>
<td>8,770</td>
<td>31,051</td>
<td>11,540</td>
</tr>
<tr>
<td>Total revenue</td>
<td>$11,765</td>
<td>$33,658</td>
<td>$83,316</td>
<td>$29,741</td>
</tr>
<tr>
<td>Year-over-year percentage increase</td>
<td>617%</td>
<td>186%</td>
<td>148%</td>
<td>165%</td>
</tr>
<tr>
<td>Gross margin percentage</td>
<td>80%</td>
<td>78%</td>
<td>79%</td>
<td>77%</td>
</tr>
<tr>
<td>Deferred revenue, current portion</td>
<td>$ 3,518</td>
<td>$16,215</td>
<td>$43,750</td>
<td>$24,365</td>
</tr>
<tr>
<td>Deferred revenue, non-current portion</td>
<td>$ 2,748</td>
<td>$13,887</td>
<td>$32,656</td>
<td>$22,213</td>
</tr>
<tr>
<td>Net cash provided by (used in) operating activities</td>
<td>$ (6,701)</td>
<td>$ 5,111</td>
<td>$21,500</td>
<td>$3,248</td>
</tr>
<tr>
<td>Free cash flow (non-GAAP)</td>
<td>$(8,259)</td>
<td>$(106)</td>
<td>$2,652</td>
<td>$(6,149)</td>
</tr>
</tbody>
</table>

Deferred revenue. Our deferred revenue consists of amounts that have been invoiced but have not yet been recognized as revenue as of the period end. The majority of our deferred revenue consists of the unamortized balance of revenue from sales of our Email MPS, subscriptions to our DTI cloud and Email MPS Attachment/URL engine, and support and maintenance contracts. Because invoiced amounts for subscriptions and services can be for multiple years, we classify our deferred revenue as current or non-current depending on when we expect to recognize the related revenue. If the deferred revenue is expected to be recognized within 12 months, it is classified as current. Otherwise, the deferred revenue is classified as non-current. We monitor our deferred revenue balance because it represents a significant portion of revenue to be recognized in future periods.

Net cash provided by (used in) operating activities. We monitor net cash provided by (used in) operating activities as a measure of our overall business performance. Our net cash provided by (used in) operating activities is driven in large part by sales of our products and from up-front payments for both subscriptions and support and maintenance services. Monitoring net cash provided by (used in) operating activities enables us to analyze our financial performance without the non-cash effects of certain items such as depreciation, amortization, and stock-based compensation costs, thereby allowing us to better understand and manage the cash needs of our business.
Free cash flow. We define free cash flow as net cash provided by (used in) operating activities less purchases of property and equipment and demonstration units. We consider free cash flow to be a liquidity measure that provides useful information to management and investors about the amount of cash generated by our business that, after the purchases of property and equipment and demonstration units, can be used by us for strategic opportunities, including investing in our business, making strategic acquisitions and strengthening our balance sheet. A reconciliation of free cash flow to cash flow provided by (used in) operating activities, the most directly comparable financial measure calculated and presented in accordance with U.S. generally accepted accounting principles, or GAAP, is provided below:

<table>
<thead>
<tr>
<th>Year Ended or as of December 31,</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash flow provided by (used in) operating activities</td>
<td>$(6,701)</td>
<td>$5,111</td>
<td>$21,500</td>
<td>$3,248</td>
<td>$(12,699)</td>
</tr>
<tr>
<td>Less: purchase of property and equipment and demonstration units</td>
<td>(1,558)</td>
<td>(5,217)</td>
<td>(18,848)</td>
<td>(9,397)</td>
<td>(22,055)</td>
</tr>
<tr>
<td>Free cash flow (non-GAAP)</td>
<td>$(8,259)</td>
<td>$(106)</td>
<td>$2,652</td>
<td>$(6,149)</td>
<td>$(34,754)</td>
</tr>
<tr>
<td>Net cash used in investing activities</td>
<td>$(1,518)</td>
<td>$(5,224)</td>
<td>$(20,215)</td>
<td>$(9,773)</td>
<td>$(23,652)</td>
</tr>
<tr>
<td>Net cash provided by financing activities</td>
<td>$14,619</td>
<td>$3,124</td>
<td>$48,239</td>
<td>$8,183</td>
<td>$30,236</td>
</tr>
</tbody>
</table>

Factors Affecting our Performance

Market Adoption. We rely on market education to raise awareness of today’s next-generation cyber attacks, articulate the need for our virtual machine-based security solution and, in particular, the reasons to purchase our products. Our prospective customers often do not have a specific portion of their IT budgets allocated for products that address the next generation of advanced cyber attacks. We invest heavily in sales and marketing efforts to increase market awareness, educate prospective customers and drive adoption of our solution. This market education is critical to creating new IT budget dollars or allocating IT budget dollars across enterprises and governments for next-generation threat protection solutions, and in particular, our platform. Our investment in market education has also increased awareness of us and our solution in international markets. However, we believe that we will need to invest additional resources in targeted international markets to drive awareness and market adoption. The degree to which prospective customers recognize the mission critical need for next-generation threat protection solutions, and subsequently allocate budget dollars for our platform, will drive our ability to acquire new customers and increase renewals and follow-on sales opportunities, which, in turn, will affect our future financial performance.

Sales Productivity. Our sales organization consists of a direct sales team, made up of field and inside sales personnel, and indirect channel sales teams to support our channel partner sales. We utilize a direct-touch sales model whereby we work with our channel partners to secure prospects, convert prospects to customers, and pursue follow-on sales opportunities. To date, we have primarily targeted large enterprise and government customers, who typically have sales cycles from three to six months. We have also recently expanded our inside sales teams to pursue customers in the small and medium enterprise, or SME, market.

Our growth strategy contemplates increased sales and marketing investments internationally. Newly hired sales and marketing resources will require several months to establish prospect relationships and drive overall sales productivity. In addition, sales teams in international regions will face local markets that have not had significant market education about advanced security threats that our platform addresses. All of these factors will influence timing and overall levels of sales productivity, impacting the rate at which we will be able to convert prospects to sales and drive revenue growth.

Renewal Rates. New or existing customers that purchase one of our MPS appliances are required to purchase a one or three year subscription to our DTI cloud and, in the case of our Email MPS, to our Email MPS Attachment/
URL engine, as well as support and maintenance services. New or existing customers that purchase one of our MAS or CMS appliances are required to purchase support and maintenance services for a term of one or three years.

We believe our renewal rate is an important metric to measure the long-term value of customer agreements and our ability to retain our customers. We calculate our renewal rate by dividing the number of renewing customers that were due for renewal in any rolling 12 month period by the number of customers that were due for renewal in that rolling 12 month period. Our renewal rate at December 31, 2011 and 2012 and June 30, 2013 was over 90%. These high renewal rates are primarily attributable to the incremental value added to our appliances by our DTI cloud and support and maintenance services. As DTI cloud subscriptions and support and maintenance services represented 37% and 48% of our total revenue during the year ended December 31, 2012 and the six months ended June 30, 2013, respectively, we expect our ability to maintain high renewal rates for these subscriptions and services to have a material impact on our future financial performance.

**Follow-On Sales.** After the initial sale to a new customer, we focus on expanding our relationship with such customer to sell additional products, subscriptions and services. To grow our revenue, it is important that our customers make additional purchases of our platform. Sales to our existing customer base can take the form of incremental sales of appliances, subscriptions and services, either to deploy our platform into additional parts of their network or to protect additional threat vectors. Our opportunity to expand our customer relationships through follow-on sales will increase as we add new customers, broaden our product portfolio to support more threat vectors, increase network performance and enhance functionality. Follow-on sales lead to increased revenue over the lifecycle of a customer relationship and can significantly increase the return on our sales and marketing investments. With some of our most significant customers, we have realized follow-on sales that were multiples of the value of their initial purchases.

**Components of Operating Results**

**Revenue**

We generate revenue from the sales of our products, subscriptions and services. As discussed further in “—Critical Accounting Policies and Estimates —Revenue Recognition” below, revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred, the fee is fixed or determinable and collectability is reasonably assured.

Our total revenue consists of the following:

- **Product revenue.** Our product revenue is generated from sales of our appliances. For our Web MPS, File MPS, MAS and CMS appliances, we recognize product revenue at the time of shipment, provided that all other revenue recognition criteria have been met. For our Email MPS appliance, we recognize product revenue ratably over the longer of the contractual term of the subscription service or the estimated period the customer is expected to benefit from the product. Because we have only been selling our Email MPS since April 2011, we have a limited history with respect to subscription renewals for such product. As a result, revenue from all Email MPS products sold by us through June 30, 2013 has been recognized ratably over the contractual term of the subscription services.

- **Subscription and services revenue.** Subscription and services revenue is generated primarily from our DTI cloud, our Email MPS Attachment/URL engine, and support and maintenance services. Our DTI cloud subscription is determined as a percentage of the price of the related appliance. The Email MPS Attachment/URL engine is priced on a per-user basis. We recognize revenue from subscriptions and support and maintenance services over the one or three year contract term, as applicable.

**Cost of Revenue**

Our total cost of revenue consists of cost of product revenue and cost of subscription and services revenue. Personnel costs associated with our operations and global customer support organizations consist of salaries,
benefits, bonuses and stock-based compensation. Overhead costs consist of certain facilities, depreciation, benefits, and information technology costs.

- **Cost of product revenue.** Cost of product revenue primarily consists of costs paid to our third-party contract manufacturers and personnel and other costs in our manufacturing operations department. Our cost of product revenue also includes product testing costs, allocated costs and shipping costs. We expect our cost of product revenue to increase as our product revenue increases.

- **Cost of subscription and services revenue.** Cost of subscription and services revenue consists of personnel costs for our global customer support organization and allocated costs. We expect our cost of subscription and services revenue to increase as our customer base grows and as we hire additional professional services personnel.

**Gross Margin**

Gross margin, or gross profit as a percentage of revenue, has been and will continue to be affected by a variety of factors, including the average sales price of our products, subscriptions and services, manufacturing costs, the mix of products sold, and the mix of revenue among products, subscriptions and services. We expect our gross margins to fluctuate over time depending on the factors described above.

**Operating Expenses**

Our operating expenses consist of research and development, sales and marketing, and general and administrative expense. Personnel costs are the most significant component of operating expenses and consist of salaries, benefits, bonuses, stock-based compensation and, with regard to sales and marketing expense, sales commissions. Operating expenses also include overhead costs for facilities, IT and depreciation.

- **Research and development.** Research and development expense consists primarily of personnel costs and allocated overhead. Research and development expense also includes prototype-related expenses. We expect research and development expense to continue to increase in absolute dollars as we continue to invest in our research and product development efforts to enhance our product capabilities, address new threat vectors and access new customer markets, although such expense may fluctuate as a percentage of total revenue.

- **Sales and marketing.** Sales and marketing expense consists primarily of personnel costs, incentive commission costs and allocated overhead. We expense commission costs as incurred. Sales and marketing expense also includes costs for market development programs, promotional and other marketing activities, travel, office equipment, depreciation of proof-of-concept evaluation units and outside consulting costs. We expect sales and marketing expense to continue to increase in absolute dollars as we increase the size of our sales and marketing organizations and expand our international operations, although such expense may fluctuate as a percentage of total revenue.

- **General and administrative.** General and administrative expense consists of personnel costs, professional services and allocated overhead. General and administrative personnel include our executive, finance, human resources, facilities and legal organizations. Professional services consist primarily of legal, auditing, accounting and other consulting costs. We expect general and administrative expense to continue to increase in absolute dollars as we have recently incurred, and expect to continue to incur, additional general and administrative expenses as we grow our operations and prepare to operate as a public company, including higher legal, corporate insurance, and accounting expenses.

**Interest Income**

Interest income consists of interest earned on our cash and cash equivalent balances. We have historically invested our cash in money-market funds and other short-term, investment-grade investments. We expect interest
income to vary each reporting period depending on our average investment balances during the period, types and mix of investments and market interest rates.

**Interest Expense**

Interest expense consists of interest on our outstanding debt. See Note 6 to our consolidated financial statements included elsewhere in this prospectus for more information about our debt.

**Other Expense, Net**

Other expense, net consists primarily of the change in fair value of our preferred stock warrant liability and gains or losses on disposal of fixed assets. Convertible preferred stock warrants are classified as a liability on our consolidated balance sheets and remeasured to fair value at each balance sheet date with the corresponding change recorded as other expense. Upon the earlier of the exercise of the warrants or the completion of a liquidation event, including the completion of this offering, the liability will be reclassified to stockholders’ equity, at which time it will no longer be subject to fair value accounting.

**Provision for (Benefit from) Income Taxes**

Provision for (benefit from) income taxes consists primarily of U.S. federal and state income taxes in the United States and income taxes in certain foreign jurisdictions in which we conduct business. We have a full valuation allowance for deferred tax assets, including net operating loss carryforwards, and tax credits related primarily to research and development. We expect to maintain this full valuation allowance for the foreseeable future.

**Results of Operations**

The following tables summarize our results of operations for the periods presented and as a percentage of our total revenue for those periods. The period-to-period comparison of results is not necessarily indicative of results for future periods.

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
<td>2012</td>
<td>2012</td>
<td>2013</td>
<td></td>
</tr>
<tr>
<td>Revenue:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>$ 9,270</td>
<td>$ 24,888</td>
<td>$ 52,265</td>
<td>$ 18,201</td>
<td>$ 32,228</td>
<td></td>
</tr>
<tr>
<td>Subscription and services</td>
<td>2,495</td>
<td>8,770</td>
<td>31,051</td>
<td>11,540</td>
<td>29,410</td>
<td></td>
</tr>
<tr>
<td>Total revenue</td>
<td>11,765</td>
<td>33,658</td>
<td>83,316</td>
<td>29,741</td>
<td>61,638</td>
<td></td>
</tr>
<tr>
<td>Cost of revenue:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>2,054</td>
<td>5,690</td>
<td>14,467</td>
<td>5,587</td>
<td>10,766</td>
<td></td>
</tr>
<tr>
<td>Subscription and services</td>
<td>277</td>
<td>1,590</td>
<td>3,163</td>
<td>1,279</td>
<td>6,402</td>
<td></td>
</tr>
<tr>
<td>Total cost of revenue</td>
<td>2,331</td>
<td>7,280</td>
<td>17,630</td>
<td>6,866</td>
<td>17,168</td>
<td></td>
</tr>
<tr>
<td>Total gross profit</td>
<td>9,434</td>
<td>26,378</td>
<td>65,686</td>
<td>22,875</td>
<td>44,470</td>
<td></td>
</tr>
<tr>
<td>Operating expenses:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research and development</td>
<td>5,291</td>
<td>7,275</td>
<td>16,522</td>
<td>5,623</td>
<td>24,078</td>
<td></td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>11,357</td>
<td>30,389</td>
<td>67,562</td>
<td>26,054</td>
<td>66,163</td>
<td></td>
</tr>
<tr>
<td>General and administrative</td>
<td>1,943</td>
<td>4,428</td>
<td>15,221</td>
<td>4,710</td>
<td>17,681</td>
<td></td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>18,591</td>
<td>42,092</td>
<td>99,305</td>
<td>36,387</td>
<td>107,922</td>
<td></td>
</tr>
<tr>
<td>Operating loss</td>
<td>(9,157)</td>
<td>(15,714)</td>
<td>(33,619)</td>
<td>(13,512)</td>
<td>(63,452)</td>
<td></td>
</tr>
<tr>
<td>Interest income</td>
<td>3</td>
<td>3</td>
<td>7</td>
<td>3</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td>Interest expense</td>
<td>(158)</td>
<td>(194)</td>
<td>(337)</td>
<td>(210)</td>
<td>(276)</td>
<td></td>
</tr>
<tr>
<td>Other expense, net</td>
<td>(156)</td>
<td>(806)</td>
<td>(2,572)</td>
<td>(549)</td>
<td>(2,923)</td>
<td></td>
</tr>
<tr>
<td>Loss before income taxes</td>
<td>(9,468)</td>
<td>(16,711)</td>
<td>(36,721)</td>
<td>(14,268)</td>
<td>(66,599)</td>
<td></td>
</tr>
<tr>
<td>Provision for (benefit from) income taxes</td>
<td>13</td>
<td>71</td>
<td>(965)</td>
<td>60</td>
<td>597</td>
<td></td>
</tr>
<tr>
<td>Net loss attributable to common stockholders</td>
<td>$ (9,481)</td>
<td>$(16,782)</td>
<td>$(35,756)</td>
<td>$(14,328)</td>
<td>$(67,196)</td>
<td></td>
</tr>
</tbody>
</table>
### Table of Contents

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>Six Months Ended June 30,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(As a percentage of total revenue)</td>
</tr>
<tr>
<td>Revenue:</td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>79%</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>21%</td>
</tr>
<tr>
<td>Total revenue</td>
<td>100%</td>
</tr>
<tr>
<td>Cost of revenue:</td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>18%</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>2%</td>
</tr>
<tr>
<td>Total cost of revenue</td>
<td>20%</td>
</tr>
<tr>
<td>Total gross profit</td>
<td>80%</td>
</tr>
<tr>
<td>Operating expenses:</td>
<td></td>
</tr>
<tr>
<td>Research and development</td>
<td>45%</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>96%</td>
</tr>
<tr>
<td>General and administrative</td>
<td>17%</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>158%</td>
</tr>
<tr>
<td>Operating loss</td>
<td>(78%)</td>
</tr>
<tr>
<td>Interest income</td>
<td>—</td>
</tr>
<tr>
<td>Interest expense</td>
<td>(1%)</td>
</tr>
<tr>
<td>Other expense, net</td>
<td>(1%)</td>
</tr>
<tr>
<td>Loss before income taxes</td>
<td>(80%)</td>
</tr>
<tr>
<td>Provision for (benefit from) income taxes</td>
<td>—</td>
</tr>
<tr>
<td>Net loss attributable to common stockholders</td>
<td>(80)</td>
</tr>
</tbody>
</table>

Comparison of the Six Months Ended June 30, 2012 and 2013

Revenue:

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2013</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>% of Total Revenue</td>
<td>Amount</td>
</tr>
<tr>
<td></td>
<td>(Dollars in thousands)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>$18,201</td>
<td>61%</td>
<td>$32,228</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>11,540</td>
<td>39%</td>
<td>29,410</td>
</tr>
<tr>
<td>Total revenue</td>
<td>$29,741</td>
<td>100%</td>
<td>$61,638</td>
</tr>
<tr>
<td>Revenue by geographic region:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>United States</td>
<td>$24,754</td>
<td>83%</td>
<td>$45,358</td>
</tr>
<tr>
<td>EMEA</td>
<td>1,614</td>
<td>5%</td>
<td>8,415</td>
</tr>
<tr>
<td>APAC</td>
<td>2,264</td>
<td>8%</td>
<td>5,824</td>
</tr>
<tr>
<td>Other</td>
<td>1,109</td>
<td>4%</td>
<td>2,041</td>
</tr>
<tr>
<td>Total revenue</td>
<td>$29,741</td>
<td>100%</td>
<td>$61,638</td>
</tr>
</tbody>
</table>

Total revenue increased by $31.9 million, or 107%, during the six months ended June 30, 2013 compared to the six months ended June 30, 2012. The increase in product revenue was primarily driven by growth in our installed base of customers, which grew from approximately 660 to over 1,100 as of June 30, 2012 and 2013, respectively, as well as follow-on purchases from customers expanding their initial deployments of our MPS portfolio. Our Web MPS continued to account for the largest portion of our MPS product revenue as customers that purchase our MPS portfolio generally purchase more Web MPS appliances than Email MPS or File MPS appliances, reflecting the fact that their networks typically have more Web entry points than email or file entry points to protect. In addition, revenue associated with our Web MPS is recognized upon shipment whereas
revenue associated with our Email MPS is recognized ratably over the longer of the contractual term or the estimated period the customer is expected to benefit from the product.

Revenue from the amortization of deferred subscription and services revenue related to initial customer purchases was $9.5 million and $22.4 million for the six months ended June 30, 2012 and 2013, respectively. Revenue from the amortization of deferred subscription and services revenue related to renewals was $2.0 million and $7.0 million for the six months ended June 30, 2012 and 2013, respectively. Given our high renewal rate and increasing base of customers, we expect revenue from the amortization of deferred subscription and services revenue related to renewals to increase as a percentage of our total revenue from deferred subscription and services revenue. Our renewal rate for subscription and services agreements expiring in the 12 months ended June 30, 2013 was in excess of 90%. Finally, international revenue increased $11.3 million, or 226%, during the six months ended June 30, 2013 compared to the six months ended June 30, 2012 as we began to see a return on our investment from increasing our international market presence.

**Cost of Revenue and Gross Margin**

<table>
<thead>
<tr>
<th></th>
<th>2012 (Dollars in thousands)</th>
<th>2013 (Dollars in thousands)</th>
<th>Change (Dollars in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost of revenue:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>$5,587</td>
<td>$10,766</td>
<td>$5,179</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>1,279</td>
<td>6,402</td>
<td>5,123</td>
</tr>
<tr>
<td><strong>Total cost of revenue</strong></td>
<td>$6,866</td>
<td>$17,168</td>
<td>$10,302</td>
</tr>
<tr>
<td><strong>Gross margin:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>69%</td>
<td>67%</td>
<td></td>
</tr>
<tr>
<td>Subscription and services</td>
<td>89%</td>
<td>78%</td>
<td></td>
</tr>
<tr>
<td><strong>Total gross margin</strong></td>
<td>77%</td>
<td>72%</td>
<td></td>
</tr>
</tbody>
</table>

Total cost of revenue increased $10.3 million, or 150%, during the six months ended June 30, 2013 compared to the six months ended June 30, 2012. The increase in cost of product revenue was driven primarily by an increase in product revenue and an increase in personnel costs in our manufacturing operations department. The increase in cost of subscription and services revenue was driven primarily by increased personnel costs in customer support. The decrease in product gross margin was driven by our increased investment in our manufacturing operations department. The decrease in subscription and services gross margin was due to an increase in our investment in customer support personnel and infrastructure.
## Operating Expenses

<table>
<thead>
<tr>
<th>Operating expenses:</th>
<th>Amount (Dollars in thousands)</th>
<th>% of Total Revenue</th>
<th>Amount (Dollars in thousands)</th>
<th>% of Total Revenue</th>
<th>Amount (Dollars in thousands)</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research and development</td>
<td>5,623</td>
<td>19</td>
<td>24,078</td>
<td>39</td>
<td>18,455</td>
<td>328</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>26,054</td>
<td>88</td>
<td>66,163</td>
<td>107</td>
<td>40,109</td>
<td>154</td>
</tr>
<tr>
<td>General and administrative</td>
<td>4,710</td>
<td>16</td>
<td>17,681</td>
<td>29</td>
<td>12,971</td>
<td>275</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>36,387</td>
<td>123</td>
<td>107,922</td>
<td>175</td>
<td>71,535</td>
<td>197</td>
</tr>
</tbody>
</table>

Includes stock-based compensation expense of:

| Research and development                  | 238                           |                       | 2,075                         | $1,837             |
| Sales and marketing                       | 561                           |                       | 2,094                         | 1,533              |
| General and administrative                | 960                           |                       | 2,657                         | 1,697              |
| Total                                     | 1,759                         |                       | 6,826                         | $5,067             |

### Research and Development

Research and development expense increased $18.5 million, or 328%, during the six months ended June 30, 2013 compared to the six months ended June 30, 2012, primarily due to a $10.2 million increase in personnel costs as well as a $1.5 million increase in related consulting costs as we increased our headcount to support continued investment in our future product and service offerings. Additionally, overhead allocations and depreciation related to capital expenditures for departmental expansion increased by $5.5 million during the six months ended June 30, 2013.

### Sales and Marketing

Sales and marketing expense increased $40.1 million, or 154%, during the six months ended June 30, 2013 compared to the six months ended June 30, 2012, primarily due to a $21.0 million increase in personnel costs attributable to increased headcount resulting from our international expansion and further investment in our U.S. sales team and higher commissions, a $2.4 million increase in depreciation expense and costs associated with shipping evaluation units, a $2.0 million increase in travel-related costs and a $2.1 million increase in marketing activity, primarily related to an increase in lead generation services and costs associated with trade shows and conventions, Website development and partner programs. The change was also attributable to a $1.3 million increase in consulting costs and a $9.3 million increase in overhead allocations associated with additional sales and marketing personnel.

### General and Administrative

General and administrative expense increased $13.0 million, or 275%, during the six months ended June 30, 2013 compared to the six months ended June 30, 2012, primarily due to a $5.9 million increase in personnel costs, a $2.8 million increase in professional services, including legal, accounting and recruiting services, and a $0.9 million increase in consulting costs. The change was also attributable to a $2.3 million increase in overhead allocations associated with departmental expansion. The increase in personnel costs, professional services and consulting costs was primarily a result of supporting growth in operations and preparing to operate as a public company.
### Interest Income

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2013</th>
<th>Change</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest income</td>
<td>$3</td>
<td>$52</td>
<td>$49</td>
<td>1,633%</td>
</tr>
</tbody>
</table>

The increase in interest income resulted from higher average balances in cash and cash equivalents during the six months ended June 30, 2013 compared to the six months ended June 30, 2012.

### Interest Expense

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2013</th>
<th>Change</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest expense</td>
<td>$(210)</td>
<td>$(276)</td>
<td>$66</td>
<td>31%</td>
</tr>
</tbody>
</table>

The increase in interest expense resulted from increased bank borrowings during the six months ended June 30, 2013 compared to the six months ended June 30, 2012.

### Other Expense, Net

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2013</th>
<th>Change</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other expense, net</td>
<td>$(549)</td>
<td>$(2,923)</td>
<td>$2,374</td>
<td>432%</td>
</tr>
</tbody>
</table>

The change in other expense, net was due to an increase in fair value of preferred stock warrant liability during the six months ended June 30, 2013 compared to the six months ended June 30, 2012. Upon the earlier of the exercise of the warrants or the completion of a liquidation event, including the completion of this offering, the liability will be reclassified to stockholders’ equity, at which time it will no longer be subject to fair value accounting.

### Provision for (Benefit from) Income Taxes

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision for (benefit from) income taxes</td>
<td>$60</td>
<td>$597</td>
</tr>
</tbody>
</table>

Effective tax rate:

- 0%

The increase in provision for (benefit from) income taxes during the six months ended June 30, 2013 compared to the six months ended June 30, 2012 was primarily due to an increase in pre-tax income related to international operations.
## Comparison of the Years Ended December 31, 2011 and 2012

### Revenue

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31, 2011</th>
<th>2012</th>
<th>Change</th>
<th>(Dollars in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>% of Total Revenue</td>
<td>Amount</td>
<td>% of Total Revenue</td>
</tr>
<tr>
<td>Product</td>
<td>24,888</td>
<td>74%</td>
<td>52,265</td>
<td>63%</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>8,770</td>
<td>26%</td>
<td>31,051</td>
<td>37%</td>
</tr>
<tr>
<td>Total revenue</td>
<td>33,658</td>
<td>100%</td>
<td>83,316</td>
<td>100%</td>
</tr>
</tbody>
</table>

Revenue increased by $49.7 million, or 148%, during the year ended December 31, 2012 compared to the year ended December 31, 2011. The increase in product revenue was primarily driven by growth in our installed base of customers, which grew from 485 as of December 31, 2011 to 927 as of December 31, 2012, as well as follow-on purchases from customers expanding their initial deployments of our MPS portfolio. Our Web MPS accounted for the largest portion of our MPS product revenue.

Revenue from the amortization of deferred subscription and services revenue related to initial customer purchases was $7.6 million and $25.1 million for the years ended December 31, 2011 and 2012, respectively. Revenue from the amortization of deferred subscription and services revenue related to renewals was $1.2 million and $6.0 million for the years ended December 31, 2011 and 2012, respectively. Our renewal rate for subscription and services agreements that expired in 2011 and 2012 was in excess of 90%. Finally, international revenue increased $13.2 million, or 365%, from 2011 to 2012 as we began to see a return on our investment in increasing our international market presence.

### Cost of Revenue and Gross Margin

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31, 2011</th>
<th>2012</th>
<th>Change</th>
<th>(Dollars in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Gross Margin</td>
<td>Amount</td>
<td>Gross Margin</td>
</tr>
<tr>
<td>Product</td>
<td>5,690</td>
<td>77%</td>
<td>14,467</td>
<td>72%</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>1,590</td>
<td>3,163</td>
<td>1,573</td>
<td>90%</td>
</tr>
<tr>
<td>Total cost of revenue</td>
<td>7,280</td>
<td>17,630</td>
<td>10,350</td>
<td></td>
</tr>
</tbody>
</table>

Gross margin:

<table>
<thead>
<tr>
<th></th>
<th>2011</th>
<th>2012</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product</td>
<td>77%</td>
<td>72%</td>
<td></td>
</tr>
<tr>
<td>Subscription and services</td>
<td>82%</td>
<td>90%</td>
<td></td>
</tr>
<tr>
<td>Total gross margin</td>
<td>78%</td>
<td>79%</td>
<td></td>
</tr>
</tbody>
</table>
Total cost of revenue increased $10.4 million, or 142%, during the year ended December 31, 2012 compared to the year ended December 31, 2011. The increase in cost of product revenue was driven primarily by an increase in product revenue and an increase in personnel costs in our manufacturing operations department. The increase in cost of subscription and services revenue was driven primarily by increased personnel costs in customer support. The decrease in product gross margin was driven by our increased investment in our manufacturing operations department. The increase in subscription and services gross margin was due to the growth of our product, subscription and services revenue, partially offset by an increase in our investment in customer support personnel and infrastructure.

Operating Expenses

<table>
<thead>
<tr>
<th>Operating expenses:</th>
<th>2011</th>
<th>% of Total Revenue</th>
<th>2012</th>
<th>% of Total Revenue</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research and development</td>
<td>$7,275</td>
<td>22%</td>
<td>$16,522</td>
<td>20%</td>
<td>$9,247</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>30,389</td>
<td>90</td>
<td>67,562</td>
<td>81</td>
<td>37,173</td>
</tr>
<tr>
<td>General and administrative</td>
<td>4,428</td>
<td>13</td>
<td>15,221</td>
<td>18</td>
<td>10,793</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>$42,092</td>
<td>125%</td>
<td>$99,305</td>
<td>119%</td>
<td>$57,213</td>
</tr>
</tbody>
</table>

Includes stock-based compensation expense of:

<table>
<thead>
<tr>
<th>Operating expenses:</th>
<th>2011</th>
<th>2012</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research and development</td>
<td>$148</td>
<td>$1,465</td>
<td>$1,317</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>360</td>
<td>1,672</td>
<td>1,312</td>
</tr>
<tr>
<td>General and administrative</td>
<td>168</td>
<td>3,536</td>
<td>3,368</td>
</tr>
<tr>
<td>Total</td>
<td>$676</td>
<td>$6,673</td>
<td>$5,997</td>
</tr>
</tbody>
</table>

Research and Development

Research and development expense increased $9.2 million, or 127%, during the year ended December 31, 2012 compared to the year ended December 31, 2011, primarily due to a $6.1 million increase in personnel costs and a $0.6 million increase in consulting costs as we increased our headcount and consultants to support continued investment in our future product and service offerings. Additionally, overhead allocations and depreciation related to capital expenditures for departmental expansion increased by $1.7 million during the year ended December 31, 2012.

Sales and Marketing

Sales and marketing expense increased $37.2 million, or 122%, during the year ended December 31, 2012 compared to the year ended December 31, 2011, primarily due to a $20.7 million increase in personnel costs attributable to increased headcount and higher commissions, a $2.0 million increase in depreciation expense and costs associated with shipping evaluation units, a $0.8 million increase in consulting costs and a $3.5 million increase in marketing activity, primarily related to an increase in lead generation services and costs associated with trade shows and conventions, Website development and partner programs. The change was also attributable to a $2.8 million increase in travel-related costs and a $5.0 million increase in overhead allocations associated with additional sales and marketing personnel.

General and Administrative

General and administrative expense increased $10.8 million, or 244%, during the year ended December 31, 2012 compared to the year ended December 31, 2011, primarily due to a $5.5 million increase in
personnel costs, a $1.4 million increase in consulting costs and a $2.6 million increase in professional services, including legal, accounting and recruiting services. The change was also attributable to a $1.1 million increase in overhead allocations associated with departmental expansion.

*Interest Income*

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31,</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2011 (Dollars in thousands)</td>
<td>2012</td>
</tr>
<tr>
<td>Interest income</td>
<td>$ 3</td>
<td>$ 7</td>
</tr>
</tbody>
</table>

The increase in interest income resulted from higher average balances in cash and cash equivalents during the year ended December 31, 2012 compared to the year ended December 31, 2011.

*Interest Expense*

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31,</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2011 (Dollars in thousands)</td>
<td>2012</td>
</tr>
<tr>
<td>Interest expense</td>
<td>$ (194)</td>
<td>$(537)</td>
</tr>
</tbody>
</table>

The increase in interest expense resulted from increased bank borrowings during the year ended December 31, 2012 compared to the year ended December 31, 2011.

*Other Expense, Net*

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31,</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2011 (Dollars in thousands)</td>
<td>2012</td>
</tr>
<tr>
<td>Other expense, net</td>
<td>$ (806)</td>
<td>$(2,572)</td>
</tr>
</tbody>
</table>

The change in other expense, net was due to an increase in fair value of preferred stock warrant liability during the year ended December 31, 2012 compared to the year ended December 31, 2011. Upon the earlier of the exercise of the warrants or the completion of a liquidation event, including the completion of this offering, the liability will be reclassified to stockholders’ equity, at which time it will no longer be subject to fair value accounting.

*Provision for (Benefit from) Income Taxes*

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31,</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2011 (Dollars in thousands)</td>
<td>2012</td>
</tr>
<tr>
<td>Provision for (benefit from) income taxes</td>
<td>$ 71</td>
<td>$(965)</td>
</tr>
<tr>
<td>Effective tax rate</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

The increase in provision for (benefit from) income taxes during the year ended December 31, 2012 compared to the year ended December 31, 2011 was primarily due to a reduction in the valuation allowance resulting from recording a deferred tax liability on acquisition related intangibles for which no tax benefit will be derived partially offset by an increase in pre-tax income related to international operations.
Comparison of the Years Ended December 31, 2010 and 2011

Revenue

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31, 2010</th>
<th>2011</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>% of Total Revenue</td>
<td>Amount</td>
</tr>
<tr>
<td>Product</td>
<td>$9,270</td>
<td>79%</td>
<td></td>
</tr>
<tr>
<td>Subscription and services</td>
<td>2,495</td>
<td>21%</td>
<td></td>
</tr>
<tr>
<td>Total revenue</td>
<td>$11,765</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

Total revenue increased $21.9 million, or 186%, during the year ended December 31, 2011 compared to the year ended December 31, 2010. The increase in product revenue was primarily driven by higher product sales to new and existing customers. The increase in subscription and services revenue was primarily driven by sales to new and existing customers. Subscriptions and services revenue increased as a percentage of total revenue during year ended December 31, 2011 primarily due to growth of our installed base and subscription and service renewals from existing customers. Our total end-customers increased by approximately 130 and 300 for the years ended December 31, 2010 and 2011, respectively.

Cost of Revenue and Gross Margin

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31, 2010</th>
<th>2011</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Gross Margin</td>
<td>Amount</td>
</tr>
<tr>
<td>Product</td>
<td>$2,054</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subscription and services</td>
<td>277</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total cost of revenue</td>
<td>$2,331</td>
<td>$7,280</td>
<td></td>
</tr>
</tbody>
</table>

Total cost of revenue increased $4.9 million, or 212%, during the year ended December 31, 2011 compared to the year ended December 31, 2010. The increase in cost of product revenue was driven primarily by an increase in product revenue and an increase in personnel costs in our manufacturing operations. The increase in cost of subscription and services revenue was driven primarily by increased personnel costs in customer support. The decrease in product gross margin was driven by the increased investment in our manufacturing operations organization. The decrease in subscription and services gross margin was due to increased investment in customer support personnel and infrastructure.
Operating Expenses

<table>
<thead>
<tr>
<th>Operating expenses:</th>
<th>Amount</th>
<th>% of Total Revenue</th>
<th>Amount</th>
<th>% of Total Revenue</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research and development</td>
<td>$5,291</td>
<td>45%</td>
<td>$7,275</td>
<td>22%</td>
<td>$1,984</td>
<td>37%</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>11,357</td>
<td>96%</td>
<td>30,389</td>
<td>90%</td>
<td>19,032</td>
<td>168%</td>
</tr>
<tr>
<td>General and administrative</td>
<td>1,943</td>
<td>17%</td>
<td>4,428</td>
<td>13%</td>
<td>2,485</td>
<td>128%</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>$18,591</td>
<td>158%</td>
<td>$42,092</td>
<td>125%</td>
<td>$23,501</td>
<td>126%</td>
</tr>
</tbody>
</table>

Includes stock-based compensation expense of:

| Research and development         | 60     |                    | 148    |                    | 88     |     |
| Sales and marketing              | 63     |                    | 360    |                    | 297    |     |
| General and administrative       | 10     |                    | 168    |                    | 158    |     |
| Total                            | $133   |                    | $676   |                    | $543   |     |

Research and Development

Research and development expense increased $2.0 million, or 37%, during the year ended December 31, 2011 compared to the year ended December 31, 2010, primarily due to a $1.4 million increase in personnel costs as we increased our headcount to support continued investment in our future product and service offerings. Additionally, overhead allocations and depreciation related to capital expenditures for departmental expansion increased by $0.4 million.

Sales and Marketing

Sales and marketing expense increased $19.0 million, or 168%, during the year ended December 31, 2011 compared to the year ended December 31, 2010, primarily due to a $12.1 million increase in personnel costs due to increased headcount and sales commissions, a $2.3 million increase in depreciation expense and costs associated with shipping evaluation units and a $1.7 million increase in marketing expenditures primarily related to an increase in lead generation services, attendance at trade shows and conventions, Website development costs and partner programs. The change was also attributable to a $1.4 million increase in travel related costs.

General and Administrative

General and administrative expense increased $2.5 million, or 128%, during the year ended December 31, 2011 compared to the year ended December 31, 2010, primarily due to a $1.3 million increase in personnel costs and a $0.7 million increase in consulting costs.

Interest Income

<table>
<thead>
<tr>
<th>Interest income</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$—</td>
<td></td>
</tr>
</tbody>
</table>

(Dollars in thousands)
There was no material change in interest income during the year ended December 31, 2011 compared to the year ended December 31, 2010.

**Interest Expense**

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>Change</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>2011</td>
<td>Amount</td>
</tr>
<tr>
<td>Interest expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>($158)</td>
<td>($194)</td>
<td>$36</td>
</tr>
</tbody>
</table>

The change in interest expense was due to an increase in interest expense resulting from increased bank borrowings during the year ended December 31, 2011 compared to the year ended December 31, 2010.

**Other Expense, Net**

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>Change</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>2011</td>
<td>Amount</td>
</tr>
<tr>
<td>Other expense, net</td>
<td></td>
<td></td>
</tr>
<tr>
<td>($156)</td>
<td>($806)</td>
<td>$650</td>
</tr>
</tbody>
</table>

The change in other expense, net was due to an increase in the fair value of preferred stock warrant liability during the year ended December 31, 2011 compared to the year ended December 31, 2010.

**Provision for (Benefit from) Income Taxes**

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>2011</td>
</tr>
<tr>
<td>Provision for (benefit from) income taxes</td>
<td>$13 $71</td>
</tr>
<tr>
<td>Effective tax rate</td>
<td>0% 0%</td>
</tr>
</tbody>
</table>

The increase in provision for (benefit from) income taxes during the year ended December 31, 2011 compared to the year ended December 31, 2010 was primarily due to the increase in pre-tax income related to international operations and minimum state taxes.
Quarterly Results of Operations

The following tables set forth selected unaudited quarterly consolidated statements of operations data for each of the ten quarters in the period ended June 30, 2013, as well as the percentage that each line item represents of total revenue for each quarter. The information for each of these quarters has been prepared on the same basis as the audited annual consolidated financial statements included elsewhere in this prospectus and, in the opinion of management, includes all adjustments of a normal, recurring nature that are necessary for the fair presentation of the results of operations for these periods in accordance with generally accepted accounting principles in the United States. This data should be read in conjunction with our audited consolidated financial statements and related notes included elsewhere in this prospectus. These quarterly operating results are not necessarily indicative of our operating results for a full fiscal year or any future period.

<table>
<thead>
<tr>
<th>Three Months Ended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue:</td>
</tr>
<tr>
<td>Product</td>
</tr>
<tr>
<td>Subscription and services</td>
</tr>
<tr>
<td>Total revenue</td>
</tr>
<tr>
<td>Cost of revenue:</td>
</tr>
<tr>
<td>Product</td>
</tr>
<tr>
<td>Subscription and services</td>
</tr>
<tr>
<td>Total cost of revenue</td>
</tr>
<tr>
<td>Total gross profit</td>
</tr>
<tr>
<td>Operating expenses:</td>
</tr>
<tr>
<td>Research and development</td>
</tr>
<tr>
<td>Sales and marketing</td>
</tr>
<tr>
<td>General and administrative</td>
</tr>
<tr>
<td>Total operating expenses</td>
</tr>
<tr>
<td>Operating loss</td>
</tr>
<tr>
<td>Interest income</td>
</tr>
<tr>
<td>Interest expense</td>
</tr>
<tr>
<td>Other expense, net</td>
</tr>
<tr>
<td>Loss before income taxes</td>
</tr>
<tr>
<td>Provision for (benefit from) income taxes</td>
</tr>
<tr>
<td>Net loss attributable to common stockholders</td>
</tr>
</tbody>
</table>
Quarterly Revenue Trends

Our quarterly revenue increased year-over-year for all periods presented due to increased sales to new customers, as well as upsells to existing customers. Comparisons of our year-over-year total quarterly revenue are more meaningful than comparisons of our sequential results due to seasonality in the sale of our products and subscriptions and services. Our fourth quarter has historically been our strongest quarter for sales as a result of large enterprise buying patterns. While we believe that these seasonal trends have affected and will continue to affect our quarterly results, our rapid growth has largely masked seasonal trends to date. We believe that our business may become more seasonal in the future. Historical patterns in our business may not be a reliable indicator of our future sales activity or performance.

Quarterly Gross Margin Trends

Total gross profit increased year-over-year for all periods presented. Total gross margin has remained relatively consistent over all periods presented, and any fluctuation is primarily due to shifts in the mix of sales between products and subscriptions and services, as well as the types and volumes of products sold. For the three months ended June 30, 2013, gross margin declined primarily due to an increase in cost of subscription and services revenue relating to increased personnel costs in customer support.

Table of Contents

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>63%</td>
<td>80%</td>
<td>74%</td>
<td>73%</td>
<td>62%</td>
<td>61%</td>
<td>63%</td>
<td>64%</td>
<td>53%</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>37%</td>
<td>20%</td>
<td>26%</td>
<td>27%</td>
<td>38%</td>
<td>39%</td>
<td>37%</td>
<td>36%</td>
<td>47%</td>
</tr>
<tr>
<td>Total revenue</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Cost of revenue:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>18%</td>
<td>18%</td>
<td>12%</td>
<td>20%</td>
<td>17%</td>
<td>21%</td>
<td>18%</td>
<td>16%</td>
<td>17%</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>8%</td>
<td>4%</td>
<td>4%</td>
<td>5%</td>
<td>4%</td>
<td>4%</td>
<td>4%</td>
<td>3%</td>
<td>7%</td>
</tr>
<tr>
<td>Total cost of revenue</td>
<td>26%</td>
<td>22%</td>
<td>16%</td>
<td>25%</td>
<td>21%</td>
<td>25%</td>
<td>22%</td>
<td>19%</td>
<td>24%</td>
</tr>
<tr>
<td>Total gross profit</td>
<td>74%</td>
<td>78%</td>
<td>84%</td>
<td>75%</td>
<td>79%</td>
<td>75%</td>
<td>78%</td>
<td>81%</td>
<td>76%</td>
</tr>
<tr>
<td>Operating expenses:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research and development</td>
<td>42%</td>
<td>22%</td>
<td>20%</td>
<td>17%</td>
<td>18%</td>
<td>20%</td>
<td>19%</td>
<td>21%</td>
<td>35%</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>122%</td>
<td>82%</td>
<td>76%</td>
<td>97%</td>
<td>85%</td>
<td>89%</td>
<td>76%</td>
<td>78%</td>
<td>101%</td>
</tr>
<tr>
<td>General and administrative</td>
<td>24%</td>
<td>10%</td>
<td>11%</td>
<td>14%</td>
<td>14%</td>
<td>18%</td>
<td>20%</td>
<td>20%</td>
<td>26%</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>188%</td>
<td>114%</td>
<td>107%</td>
<td>128%</td>
<td>117%</td>
<td>127%</td>
<td>115%</td>
<td>119%</td>
<td>162%</td>
</tr>
<tr>
<td>Operating loss</td>
<td>(114)%</td>
<td>(36)%</td>
<td>(22)%</td>
<td>(53)%</td>
<td>(38)%</td>
<td>(51)%</td>
<td>(36)%</td>
<td>(38)%</td>
<td>(86)%</td>
</tr>
<tr>
<td>Interest income</td>
<td>—%</td>
<td>—%</td>
<td>—%</td>
<td>—%</td>
<td>—%</td>
<td>—%</td>
<td>—%</td>
<td>—%</td>
<td>—%</td>
</tr>
<tr>
<td>Interest expense</td>
<td>(1)%</td>
<td>—%</td>
<td>—%</td>
<td>(1)%</td>
<td>(1)%</td>
<td>(1)%</td>
<td>(1)%</td>
<td>(1)%</td>
<td>—%</td>
</tr>
<tr>
<td>Other expense, net</td>
<td>(4)%</td>
<td>(3)%</td>
<td>(2)%</td>
<td>(2)%</td>
<td>(2)%</td>
<td>(2)%</td>
<td>(3)%</td>
<td>(4)%</td>
<td>(8)%</td>
</tr>
<tr>
<td>Loss before income taxes</td>
<td>(119)%</td>
<td>(39)%</td>
<td>(24)%</td>
<td>(56)%</td>
<td>(41)%</td>
<td>(54)%</td>
<td>(40)%</td>
<td>(43)%</td>
<td>(94)%</td>
</tr>
<tr>
<td>Provision for (benefit from) income taxes</td>
<td>1%</td>
<td>—%</td>
<td>1%</td>
<td>—%</td>
<td>1%</td>
<td>—%</td>
<td>1%</td>
<td>—%</td>
<td>1%</td>
</tr>
<tr>
<td>Net loss attributable to common stockholders</td>
<td>(120)%</td>
<td>(39)%</td>
<td>(25)%</td>
<td>(56)%</td>
<td>(41)%</td>
<td>(55)%</td>
<td>(40)%</td>
<td>(39)%</td>
<td>(95)%</td>
</tr>
</tbody>
</table>
Quarterly Expense Trends

Total operating expenses increased year-over-year for all periods presented primarily due to the addition of personnel in connection with the expansion of our business. Research and development expense increased sequentially over the periods as we increased our headcount to support continued investment in our future product and subscription and services offerings. Sales and marketing expense increased significantly in the three months ended December 31, 2011 compared to the three months ended September 30, 2011, primarily due to higher sales and the resulting increase in commission expense. Sales and marketing expense increased significantly in the three months ended December 31, 2012 compared to the three months ended September 30, 2012, primarily due to an increase in personnel costs related to increases in headcount, higher commission expense related to higher sales, and higher stock-based compensation expense. Sales and marketing expense increased significantly in the three months ended June 30, 2013 compared to the three months ended March 31, 2013, primarily due to an increase in personnel costs related to increases in headcount, higher commission expense related to higher sales, higher stock-based compensation expense and an increase in overhead allocations associated with additional sales and marketing personnel. General and administrative expense increased significantly in the three months ended December 31, 2012 compared to the three months ended September 30, 2012 and in the three months ended June 30, 2013 compared to the three months ended March 31, 2013, primarily due to an increase in personnel, legal expense and higher professional services fees for preparing to be a public company. For the three months ended December 31, 2012, we recorded a benefit for income taxes due to a reduction in the valuation allowance resulting from recording a deferred tax liability on acquisition-related intangibles for which no tax benefit will be derived, partially offset by an increase in pre-tax income related to international operations.

Liquidity and Capital Resources

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2010</th>
<th>As of December 31, 2011</th>
<th>As of December 31, 2012</th>
<th>As of June 30, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$7,665</td>
<td>$10,676</td>
<td>$60,200</td>
<td>$54,085</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash provided by (used in) operating activities</td>
<td>$ (6,701)</td>
<td>$5,111</td>
<td>$21,500</td>
<td>$3,248</td>
</tr>
<tr>
<td>Cash used in investing activities</td>
<td>(1,518)</td>
<td>(5,224)</td>
<td>(20,215)</td>
<td>(9,773)</td>
</tr>
<tr>
<td>Cash provided by financing activities</td>
<td>14,619</td>
<td>3,124</td>
<td>48,239</td>
<td>8,183</td>
</tr>
<tr>
<td>Net increase in cash and cash equivalents</td>
<td>$ 6,400</td>
<td>$3,011</td>
<td>$49,524</td>
<td>$1,658</td>
</tr>
</tbody>
</table>

As of June 30, 2013, our cash and cash equivalents of $54.1 million were held for working capital purposes, of which approximately $1.7 million was held outside of the United States and was not presently available to fund domestic operations and obligations. If we were to repatriate cash held outside of the United States, it could be subject to U.S. income taxes, less any previously paid foreign income taxes.

In June 2010, we entered into a loan agreement that provides for: (i) a revolving line of credit facility, (ii) an equipment facility and (iii) a term loan. In addition, this loan agreement was amended and restated in August 2011 to provide for additional borrowings under a growth facility. As of June 30, 2013, we had outstanding borrowings in the amount of $20.0 million under the revolving line of credit. The line of credit carries a floating interest rate equal to prime plus 1.5%, and borrowings under the line of credit are collateralized by all of our assets, excluding intellectual property. The availability of borrowings under the line of credit are subject to certain borrowing base limitations on our outstanding accounts receivable. As of June 30, 2013, amounts available under the line of credit amounted to $25.0 million, of which $20.0 million had been drawn and was currently outstanding. These amounts have a maturity date of December 31, 2014. In addition, we also have access to a supplemental equipment line of $15.0 million, which has a maturity date in September 2016.
To date, we have financed our operations primarily through private sales of equity securities and, to a lesser extent, proceeds from our bank facility and cash generated from operations. We believe that our existing cash and cash equivalents will be sufficient to meet our anticipated cash needs for at least the next 12 months. Our future capital requirements will depend on many factors, including our growth rate, the timing and extent of spending to support development efforts, the expansion of sales and marketing activities, the introduction of new and enhanced product and service offerings, and the continuing market acceptance of our products. In the event that additional financing is required from outside sources, we may not be able to raise such financing on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, operating results, and financial condition would be adversely affected.

Operating Activities

During the six months ended June 30, 2013, operating activities used $12.7 million in cash as a result of a net loss of $67.2 million, adjusted by non-cash charges of $17.6 million and a net increase of $36.9 million in our net operating assets and liabilities. The net increase in our net operating assets and liabilities was primarily the result of a $26.2 million increase in deferred revenue as a result of increases in sales of subscriptions and support and maintenance services, an $8.2 million increase in accounts payable due to growth in our business, a $2.1 million decrease in accounts receivable and a $4.9 million increase in accrued compensation as a result of the growth in our headcount. This increase was partially offset by a $4.6 million increase in prepaid expenses and other assets.

During the year ended December 31, 2012, operating activities provided $21.5 million in cash as a result of a net loss of $35.8 million, adjusted by non-cash charges of $15.3 million and a net increase of $42.0 million in our net operating assets and liabilities. The net increase in our net operating assets and liabilities was primarily the result of a $46.3 million increase in deferred revenue as a result of increases in sales of subscriptions and support and maintenance services and a $6.2 million increase in accounts payable due to the growth in our business and a $3.2 million increase in accrued compensation as a result of the growth in our headcount. This increase was partially offset by a $10.1 million increase in accounts receivable due to an increase in sales and a $3.1 million increase in prepaid expenses and other assets.

During the year ended December 31, 2011, operating activities provided $5.1 million in cash, primarily as a result of a net loss of $16.8 million, adjusted by non-cash charges of $5.0 million and a net increase of $16.9 million in our net operating assets and liabilities. The net change in our operating assets and liabilities was primarily the result of a $23.8 million increase in deferred revenue as a result of increases in sales of subscriptions and support and maintenance services and, to a lesser extent, increases in accounts payable and accrued compensation. This increase was partially offset by a $13.5 million increase in accounts receivable due to an increase in sales.

During the year ended December 31, 2010, operating activities used $6.7 million in cash, primarily as a result of a $9.5 million net loss, adjusted by non-cash charges of $1.3 million, and a net increase of $1.5 million in our net operating assets and liabilities. The net change in our net operating assets and liabilities was primarily the result of a $3.8 million increase in deferred revenue as a result of increases in sales of subscriptions and support and maintenance services, an increase of $2.3 million in accrued compensation as a result of the growth in our headcount. This increase was partially offset by a $5.6 million increase in accounts receivable due to an increase in sales.

Investing Activities

Cash used in investing activities during the six months ended June 30, 2013 was $23.7 million, primarily resulting from capital expenditures to purchase property and equipment and demonstration units. Cash used in investing activities during the years ended December 31, 2012, 2011 and 2010 was $20.2 million, $5.2 million and $1.5 million, respectively, primarily resulting from capital expenditures to purchase property and equipment and demonstration units.
Financing Activities

During the six months ended June 30, 2013, financing activities provided $30.2 million in cash, primarily from proceeds of $10.0 million from the issuance of convertible preferred stock, additional borrowings of $10.0 million under our line of credit, proceeds of $7.3 million from the collection of notes receivable from stockholders as of December 31, 2012 and proceeds of $4.8 million from exercises of equity awards, partially offset by payments on bank borrowings.

During the year ended December 31, 2012, financing activities provided $48.2 million in cash, primarily from issuance of convertible preferred stock and proceeds from bank borrowings.

During the year ended December 31, 2011, financing activities provided $3.1 million in cash, primarily from proceeds from bank borrowings, partially offset by payments on bank borrowings.

During the year ended December 31, 2010, financing activities provided $14.6 million in cash, primarily from issuance of convertible preferred stock and proceeds from bank borrowings.

Contractual Obligations and Commitments

The following summarizes our contractual obligations and commitments as of December 31, 2012:

<table>
<thead>
<tr>
<th>Payments Due by Period</th>
<th>Total</th>
<th>Less Than 1 Year</th>
<th>1 - 3 Years</th>
<th>3 - 5 Years</th>
<th>More Than 5 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(in thousands)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating leases</td>
<td>$4,577</td>
<td>$ 1,605</td>
<td>$ 1,765</td>
<td>$1,207</td>
<td>—</td>
</tr>
<tr>
<td>Contract manufacturer commitments</td>
<td>3,282</td>
<td>3,282</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Debt obligations</td>
<td>12,147</td>
<td>1,231</td>
<td>10,916</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Total</td>
<td>$20,006</td>
<td>$ 6,118</td>
<td>$12,681</td>
<td>$1,207</td>
<td>—</td>
</tr>
</tbody>
</table>

Off-Balance Sheet Arrangements

As of December 31, 2012 and June 30, 2013, we did not have any relationships with unconsolidated entities or financial partnerships, such as structured finance or special purpose entities, that were established for the purpose of facilitating off-balance sheet arrangements or other purposes.

Segment Information

We have one primary business activity and operate in one reportable segment.

Quantitative and Qualitative Disclosures about Market Risk

Foreign Currency Exchange Risk

Our sales contracts are primarily denominated in U.S. dollars. A portion of our operating expenses are incurred outside the United States and are denominated in foreign currencies and are subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the British Pound Sterling, Japanese Yen and Euro. Additionally, fluctuations in foreign currency exchange rates may cause us to recognize transaction gains and losses in our statement of operations. To date, foreign currency transaction gains and losses have not been material to our financial statements, and we have not engaged in any foreign currency hedging transactions. As our international operations grow, we will continue to reassess our approach to managing the risks relating to fluctuations in currency rates.
Interest Rate Risk

We had cash and cash equivalents of $60.2 million and $54.1 million as of December 31, 2012 and June 30, 2013, respectively, consisting of bank deposits and money market funds. Such interest-earning instruments carry a degree of interest rate risk. To date, fluctuations in interest income have not been significant. We also had total outstanding debt of $12.1 million as of December 31, 2012, of which $1.2 million was due within 12 months. As of June 30, 2013, we had total outstanding debt of $20.0 million, none of which was due within 12 months. The outstanding debt relates to an outstanding line of credit in the amount of $20.0 million. The line of credit carries a variable interest rate equal to the prime rate plus 1.5% and is available through December 31, 2014.

We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure. We have not been exposed to, nor do we anticipate being exposed to, material risks due to changes in interest rates. The interest rate on a significant majority of our outstanding debt is variable, which also reduces our exposure to these interest rate risks. A hypothetical 10% change in interest rates during any of the periods presented would not have had a material impact on our financial statements.

Concentration

Accuvant, one of our resellers, accounted for approximately 10% of our revenue for the year ended December 31, 2012. Our agreement with this reseller was made in the ordinary course of our business and may be terminated with or without cause by either party with advance notice. Although we believe we would experience some short-term disruption in the distribution of our products, subscriptions and services if this agreement were terminated, we believe such termination would not have a material adverse effect on our financial results and that alternative resellers and other channel partners exist to deliver our products to our end-customers.

Critical Accounting Policies and Estimates

Our consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses, and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis. Actual results may differ from these estimates. To the extent that there are material differences between these estimates and our actual results, our future financial statements will be affected.

The critical accounting policies requiring estimates, assumptions, and judgments that we believe have the most significant impact on our consolidated financial statements are described below.

Revenue Recognition

We generate revenue from the sales of products, subscriptions, support and maintenance and other services, primarily through our indirect relationships with our partners as well as end customers through a direct sales force. Our products include operating system software that is integrated into the appliance hardware and is deemed essential to its functionality. As a result, we account for revenue in accordance with ASC 605 and all related interpretations as all our security appliance deliverables include proprietary operating system software, which together deliver the essential functionality of our products.

Revenue is recognized when all of the following criteria are met:

• **Persuasive Evidence of an Arrangement Exists.** We rely upon non-cancelable sales agreements and purchase orders to determine the existence of an arrangement.

• **Delivery has Occurred.** We use shipping documents or receipt of transmissions of service contract registration codes to verify delivery.

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The Fee is Fixed or Determinable. We assess whether the fee is fixed or determinable based on the payment terms associated with the transaction.

Collectability is Reasonably Assured. We assess collectability based on credit analysis and payment history.

Our products include three principal security product families that address critical vectors of attack, including Web, email and file shares. Our Web MPS, File MPS, MAS and CMS appliance and subscription services qualify as separate units of accounting. Therefore, Web MPS, File MPS, MAS and CMS appliance product revenue is recognized at the time of shipment. However, unlike our Web MPS and File MPS, our Email MPS cannot function without the use of our Email MPS Attachment/URL Engine, which analyzes email attachments and URLs embedded in emails for next-generation threats. As such, our Email MPS and related services do not have stand-alone value and do not qualify as separate units of accounting. Therefore, Email MPS product revenue is recognized ratably over the longer of the contractual term of the subscription services or the estimated period the customer is expected to benefit from the product, provided that all other revenue recognition criteria have been met. Because we have only been selling our Email MPS since April 2011, we have a limited history with respect to subscription renewals for such product. As a result, revenue from all Email MPS products sold by us through June 30, 2013 has been recognized ratably over the contractual term of the subscription services. At the time of shipment, product revenue generally meets the criteria for fixed or determinable fees as our partners receive an order from an end-customer prior to placing an order with us. In addition, payment from our partners is not contingent on the partners’ collection from their end-customers. Our partners do not stock products and do not have any stock rotation rights. We recognize subscription and support and maintenance services revenue ratably over the contractual service period, which is typically one or three years. Other services revenue is recognized as the services are rendered and has not been significant to date.

Most of our arrangements, other than renewals of subscriptions and support and maintenance services, are multiple-element arrangements with a combination of product, subscriptions, support and maintenance, and other services. For multiple-element arrangements, we allocate revenue to each unit of accounting based on an estimated selling price at the arrangement inception. The estimated selling price for each element is based upon the following hierarchy: vendor-specific objective evidence, or VSOE, of selling price, if available, third-party evidence, or TPE, of selling price, if VSOE of selling price is not available, or best estimate of selling price, or BESP, if neither VSOE of selling price nor TPE of selling price are available. The total arrangement consideration is allocated to each separate unit of accounting using the relative estimated selling prices of each unit based on the aforementioned selling price hierarchy. We limit the amount of revenue recognized for delivered elements to an amount that is not contingent upon future delivery of additional products or services or meeting of any specified performance conditions.

To determine the estimated selling price in multiple-element arrangements, we establish VSOE of selling price using the prices charged for a deliverable when sold separately and, for subscriptions and support and maintenance, based on the renewal rates and discounts offered to partners. If VSOE of selling price cannot be established for a deliverable, we establish TPE of selling price by evaluating similar and interchangeable competitor products or services in standalone arrangements with similarly situated partners. However, as our products contain a significant element of proprietary technology and offer substantially different features and functionality from our competitors, we are unable to obtain comparable pricing of our competitors’ products with similar functionality on a stand-alone basis. Therefore, we have not been able to obtain reliable evidence of TPE of selling price. If neither VSOE nor TPE of selling price can be established for a deliverable, we establish BESP primarily based on historical transaction pricing. Historical transactions are segregated based on our pricing model and our go-to-market strategy, which include factors such as type of sales channel (reseller, distributor, or end-customer), the geographies in which our products and services were sold (domestic or international), offering type (products or services), and whether or not the opportunity was identified by our sales force or by our partners. In analyzing historical transaction pricing, we evaluate whether a majority of the prices charged for a product, as represented by a percentage of list price, fall within a reasonable range. To further support the BESP of selling price as determined by the historical transaction pricing or when such information is unavailable, such
as when there are limited sales of a new product, we consider the same factors we have established through our pricing model and go-to-market strategy. The determination of BESP is made through consultation with and approval by our management.

Shipping charges billed to partners are included in revenue and related costs are included in cost of revenue. Sales commissions and other incremental costs to acquire contracts are also expensed as incurred. After receipt of a partner order, any amounts billed in excess of revenue recognized are recorded as deferred revenue.

**Stock-Based Compensation**

Compensation expense related to stock-based transactions, including employee and non-employee director stock options, is measured and recognized in the financial statements based on the fair value of the awards granted. The fair value of each option award is estimated on the grant date using the Black-Scholes option-pricing model and a single option award approach. Stock-based compensation expense is recognized, net of forfeitures, over the requisite service periods of the awards, which is generally four years.

Our use of the Black-Scholes option-pricing model requires the input of highly subjective assumptions, including the fair value of the underlying common stock, the expected term of the option, the expected volatility of the price of our common stock, risk-free interest rates, and the expected dividend yield of our common stock. The assumptions used in our option-pricing model represent management’s best estimates. These estimates involve inherent uncertainties and the application of management’s judgment. If factors change and different assumptions are used, our stock-based compensation expense could be materially different in the future.

These assumptions and estimates are as follows:

- **Fair Value of Common Stock.** Because our common stock is not yet publicly traded, we must estimate the fair value of common stock, as discussed in “Common Stock Valuations” below.

- **Risk-Free Interest Rate.** We base the risk-free interest rate used in the Black-Scholes option-pricing model on the implied yield available on U.S. Treasury zero-coupon issues with a remaining term equivalent to that of the options for each option group.

- **Expected Term.** The expected term represents the period that our stock-based awards are expected to be outstanding. We base the expected term assumption on our historical exercise behavior combined with estimates of the post-vesting holding period.

- **Volatility.** We determine the price volatility factor based on the historical volatilities of our publicly traded peer group as we do not have a trading history for our common stock. Industry peers consist of several public companies in the technology industry that are similar to us in size, stage of life cycle, and financial leverage. We used the same set of peer group companies in all the relevant valuation estimates. We did not rely on implied volatilities of traded options in our industry peers’ common stock because the volume of activity was relatively low. We intend to continue to consistently apply this process using the same or similar public companies until a sufficient amount of historical information regarding the volatility of our own common stock share price becomes available, or unless circumstances change such that the identified companies are no longer similar to us, in which case, more suitable companies whose share prices are publicly available would be utilized in the calculation.

- **Dividend Yield.** The expected dividend assumption is based on our current expectations about our anticipated dividend policy. Consequently, we used an expected dividend yield of zero.
The following table summarizes the assumptions used in the Black-Scholes option-pricing model to determine the fair value of our stock options as follows:

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31</th>
<th></th>
<th>Year Ended December 31</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
<td>2012</td>
<td>2012</td>
</tr>
<tr>
<td>Fair value of common stock</td>
<td>$0.07 – $0.57</td>
<td>$0.57 – $1.65</td>
<td>$1.65 – $5.44</td>
<td>$2.00 – $2.48</td>
</tr>
<tr>
<td>Risk-free interest rate</td>
<td>0.7% – 2.7%</td>
<td>1.0% – 2.8%</td>
<td>0.2% – 3.4%</td>
<td>0% – 1.4%</td>
</tr>
<tr>
<td>Expected term (in years)</td>
<td>1 – 6</td>
<td>5 – 7</td>
<td>1 – 6</td>
<td>5 – 6</td>
</tr>
<tr>
<td>Volatility</td>
<td>29% – 53%</td>
<td>51% – 52%</td>
<td>49% – 53%</td>
<td>43% – 52%</td>
</tr>
<tr>
<td>Dividend yield</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

In addition to the assumptions used in the Black-Scholes option-pricing model, we must also estimate a forfeiture rate to calculate the stock-based compensation expense for our awards. Our forfeiture rate is based on an analysis of our actual forfeitures. We will continue to evaluate the appropriateness of the forfeiture rate based on actual forfeiture experience, analysis of employee turnover, and other factors. Quarterly changes in the estimated forfeiture rate can have a significant impact on our stock-based compensation expense as the cumulative effect of adjusting the rate is recognized in the period the forfeiture rate is changed. If a revised forfeiture rate is higher than the previously estimated forfeiture rate, an adjustment is made that will result in a decrease to the stock-based compensation expense recognized in the financial statements. If a revised forfeiture rate is lower than the previously estimated forfeiture rate, an adjustment is made that will result in an increase to the stock-based compensation expense recognized in the financial statements.

We will continue to use judgment in evaluating the assumptions related to our stock-based compensation on a prospective basis. As we continue to accumulate additional data related to our common stock, we may have refinements to our estimates, which could materially impact our future stock-based compensation expense.

**Common Stock Valuations**

We are required to estimate the fair value of the common stock underlying our stock-based awards when performing the fair value calculations with the Black-Scholes option-pricing model. The fair values of the common stock underlying our stock-based awards were determined by our board of directors, with input from management and third-party valuations. We believe that our board of directors has the relevant experience and expertise to determine the fair value of our common stock. As described below, the exercise price of our stock-based awards was determined by our board of directors based on the most recent contemporaneous third-party valuation as of the grant date. If awards were granted a short period of time preceding the date of a valuation report, we assessed the fair value used for financial reporting purposes after considering the fair value reflected in the subsequent valuation report and other facts and circumstances on the date of grant as discussed below. In such instances, the fair value that we used for financial reporting purposes generally exceeded the exercise price for those awards, although we believe that relying on the preceding valuation report was appropriate for tax purposes.

Given the absence of a public trading market of our common stock, and in accordance with the American Institute of Certified Public Accountants Practice Guide, Valuation of Privately-Held-Company Equity Securities Issued as Compensation, our board of directors exercised reasonable judgment and considered numerous objective and subjective factors to determine the best estimate of the fair value of our common stock, including:

- contemporaneous valuations performed by unrelated third-party specialists;
- the prices, rights, preferences, and privileges of our convertible preferred stock relative to those of our common stock;
- the lack of marketability of our common stock;
our actual operating and financial performance;
• current business conditions and projections;
• our hiring of key personnel and the experience of our management;
• our history and the timing of the introduction of new products and services;
• our stage of development;
• the likelihood of achieving a liquidity event, such as an initial public offering or a merger or acquisition of our company given prevailing market conditions;
• the illiquidity of stock-based awards involving securities in a private company;
• the market performance of comparable publicly traded companies; and
• the U.S. and global capital market conditions.

In valuing the common stock, the board of directors determined the fair value of our business, or Enterprise Value or EV, by taking a weighted combination of the value indications under an income approach, market approach and Probability Weighted Expected Return Method, or PWERM, approach.

The income approach estimates the Enterprise Value based on the present value of future estimated cash flows. These future cash flows are discounted to their present values using a discount rate, which is derived from an analysis of the cost of capital of comparable publicly traded companies in the same industry or similar lines of business, or Guideline Companies, as of each valuation date. This weighted-average cost of capital discount rate, or WACC, is adjusted to reflect the risks inherent in the business. The WACC used for these valuations was determined to be reasonable and appropriate given our stage of development at the time of each respective valuation. The valuations performed during this period evaluated our business under the basis that it was initially in either the second or third stage of development as of the December 2011 valuation but moving forward toward the fourth or fifth stage of development in the March, April, May and June 2013 valuations. The income approach also assesses the residual value beyond the forecast period, or the Terminal Value, utilizing multiples from the Guideline Companies to our future revenue projections.

The market approaches were not always relied upon for these valuations. Specifically, the comparable companies market multiple approach and the comparable transactions market approach were not used in these valuations to determine an EV, but methods similar to these were used in the PWERM approach discussed further below. When applicable due to a recent preferred stock offering or a significant common stock repurchase, the prior sale of stock market approach was either assessed as a point of reference or actually utilized in the valuation. This approach involves examining any transactions involving the stock of the business being valued considering the following: the number of shares involved and the timing of the transaction with regard to the valuation date, the class of stock in the transaction, whether other considerations were involved and the participants in the transaction (i.e., related party or new investor), amongst others. Often this involves backing into an Enterprise Value based on the terms of the new financing or stock sale if performed at an arm’s length and with new investors.

The PWERM approach estimates the Enterprise Value by evaluating the following multiples as a guide for determining an EV: (1) multiples of the Guideline Companies’ Enterprise Values compared to either last 12 months revenue or EBITDA, (2) multiples of the Enterprise Values of similar companies that had recently been acquired compared to either last 12 months revenue or EBITDA, or (3) multiples of the Enterprise Values of similar companies that had recently completed an IPO compared to either last 12 months revenue or net income.

The equity values determined by the various valuation approaches, if more than one was used, were then weighted to determine the aggregate equity value of our business. As we moved closer to our proposed initial public offering, the weighting towards the PWERM approach increased, generally resulting in an increase in the fair value of our common stock.
When considering which companies to include as our Guideline Companies, we focused on U.S. based companies in the information technology industry in which we operate. More specifically, we focused on companies that address components of the network security market and networking companies with similar business models of generating revenue from the sale of both products and services, companies with a market capitalization greater than $1 billion, companies with revenue growth rates generally greater than 10%, and companies with net income and positive cash flow from operating activities. In considering companies that have recently completed an initial public offering, we selected those companies with business models similar to ours. The Guideline Companies remained mostly unchanged for the valuations during 2012 and 2013.

In some cases, we considered the amount of time between the valuation date and the grant date to determine whether to use the latest common stock valuation determined pursuant to one of the methods described above or to use another value based on a straight-line calculation between two valuation dates. This determination included an evaluation of whether the subsequent valuation increase was the result of specific events recognized by the board that resulted in the increase during the interim period or whether the increase was due to less visible reasons such as general improvements in the business or changes in the valuation methodologies or components.

The Enterprise Value determined by the income and market approaches, excluding any PWERM valuations, were then allocated to the common stock using the option pricing method, or OPM. The OPM treats common stock and convertible preferred stock as call options on a business, with exercise prices based on the liquidation preference of the convertible preferred stock. Therefore, the common stock has value only if the funds available for distribution to the stockholders exceed the value of the liquidation preference at the time of a liquidity event such as a merger, sale or initial public offering, assuming the business has funds available to make a liquidation preference meaningful and collectible by the stockholders. The common stock is modeled to be a call option with a claim on the business at an exercise price equal to the remaining value immediately after the convertible preferred stock is liquidated. The OPM uses the Black-Scholes option-pricing model to price the call option. The OPM is appropriate to use when the range of possible future outcomes is so difficult to predict that forecasts would be highly speculative. The PWERM was considered but not used due to the uncertainty of the board’s estimates of the probabilities for future potential liquidity events for the valuations as of December 31, 2011, June 30, 2012 and September 30, 2012. However, the PWERM was utilized for the December 31, 2012 and the March 31, April 30, May 31 and June 30, 2013 valuations.

In addition, we also considered an appropriate discount adjustment to recognize the lack of marketability within each valuation due to being a closely held entity.

Between April 1, 2012 and the date of this prospectus, we granted the following stock options:

<table>
<thead>
<tr>
<th>Grant Date</th>
<th>Number of Awards Granted</th>
<th>Exercise Price</th>
<th>Fair Value Per Share of Common Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2012</td>
<td>3,726,611</td>
<td>$1.65</td>
<td>$2.21</td>
</tr>
<tr>
<td>June 2012</td>
<td>41,000</td>
<td>1.65</td>
<td>2.48</td>
</tr>
<tr>
<td>September 2012</td>
<td>1,307,850</td>
<td>2.48</td>
<td>3.66</td>
</tr>
<tr>
<td>November 2012</td>
<td>968,000</td>
<td>3.66</td>
<td>4.47</td>
</tr>
<tr>
<td>January 2013</td>
<td>3,570,844</td>
<td>5.44</td>
<td>6.05</td>
</tr>
<tr>
<td>February 2013</td>
<td>642,900</td>
<td>5.44</td>
<td>6.46</td>
</tr>
<tr>
<td>May 2013</td>
<td>3,058,900</td>
<td>7.93</td>
<td>8.73</td>
</tr>
<tr>
<td>May 2013</td>
<td>798,700</td>
<td>7.93</td>
<td>9.17</td>
</tr>
<tr>
<td>June 2013</td>
<td>1,295,450</td>
<td>9.68</td>
<td>10.21</td>
</tr>
<tr>
<td>July 2013</td>
<td>1,253,000</td>
<td>10.25</td>
<td></td>
</tr>
</tbody>
</table>

In addition to the stock options granted, we also granted 2,265,360, 69,632, 26,111 and 23,711 shares of restricted common stock in May 2012, December 2012, May 2013 and July 2013, respectively. In addition, we granted restricted stock units in January and February 2013 which are performance based and the underlying

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shares of common stock are subject to adjustment. Each of the restricted stock unit grants is discussed in greater detail in the individual valuation discussions below.

We obtained independent third-party valuations, the results and timing of which were as follows:

<table>
<thead>
<tr>
<th>Valuation Date (As of)</th>
<th>Fair Value Per Share of Common Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2011</td>
<td>$1.65</td>
</tr>
<tr>
<td>June 30, 2012</td>
<td>2.48</td>
</tr>
<tr>
<td>September 30, 2012</td>
<td>3.66</td>
</tr>
<tr>
<td>December 31, 2012</td>
<td>5.44</td>
</tr>
<tr>
<td>March 31, 2013</td>
<td>7.93</td>
</tr>
<tr>
<td>April 30, 2013</td>
<td>8.63</td>
</tr>
<tr>
<td>May 31, 2013</td>
<td>9.68</td>
</tr>
<tr>
<td>June 30, 2013</td>
<td>10.25</td>
</tr>
</tbody>
</table>

The following discussion relates primarily to our determination of the fair value per share of our common stock for purposes of calculating stock-based compensation expenses since April 2012. No single event caused the valuation of our common stock to increase during this period. Instead, a combination of the factors described below in each period led to the changes in the fair value of our common stock. Notwithstanding the fair value reassessments described below, we believe we applied a reasonable valuation method to determine the stock option exercise prices on the respective stock option grant dates.

**May and June 2012**

We granted 3,726,611 stock options in May 2012. Our board of directors set an exercise price of $1.65 per share for these options based in part on a third-party valuation prepared as of December 31, 2011. In addition, we granted 2,265,360 shares of restricted common stock in May 2012 which, by definition, do not have an exercise price. When assessing the appropriate fair value for purposes of calculating the related stock-based compensation expense for these awards, we evaluated the two surrounding valuations prepared as of December 31, 2011 and June 30, 2012.

The December 31, 2011 contemporaneous valuation was prepared on a minority, non-marketable basis assuming our business was in the second or third stage of development. We considered our business to be in the second or third stage of development because our product development was generally complete, we were receiving feedback from our customers and sales growth was very strong. However, there was still significant risk associated with our business plan. This valuation was developed using the income approach, specifically a discounted cash flow analysis, to determine our EV. The discounted cash flow analysis was developed based on our forecast through 2014 and utilized a WACC of 35%, which was deemed appropriate considering our stage of development. For purposes of determining a Terminal Value, the valuation applied a multiple consistent with observed revenue multiples from our Guideline Companies. This calculated value was then discounted to present value using the same WACC to determine the final Terminal Value. The resulting equity value was then allocated to the common stock utilizing an OPM with the following assumptions: a time to a liquidity event of 2.25 years, risk-free rate of 0.3%, dividend yield of 0% and volatility of 50% over the time to a liquidity event. The fair value of our common stock, as determined by an OPM and after applying a marketability discount of 30%, was $1.65 per share as of December 31, 2011.

The June 30, 2012 contemporaneous valuation was prepared on a minority, non-marketable basis assuming our business was in the third stage of development. We considered our business to be in the third stage of development because our sales growth remained very strong and profitability was becoming seemingly more achievable, but there was still risk around operating in a competitive market that is subject to technological change with larger established competitors. This valuation was developed using a combination of the income approach, specifically a discounted cash flow analysis, and the prior sales of stock market approach to determine
our EV. The discounted cash flow analysis was developed based on our forecast through 2014 and utilized a WACC of 31% which was deemed appropriate considering our stage of development. For purposes of determining a Terminal Value, the valuation applied a multiple consistent with observed revenue multiples from our Guideline Companies. This calculated value was then discounted to present value using the same WACC to determine the final Terminal Value. The resulting equity value was then allocated to the common stock utilizing an OPM with the following assumptions: a time to a liquidity event of 2.0 years, risk-free rate of 0.3%, dividend yield of 0% and volatility of 57% over the time to a liquidity event. The fair value of our common stock under the income approach, as determined by an OPM and after applying a marketability discount of 25%, was $2.35 per share as of June 30, 2012. When combined with the results from the prior sale of stock under the market approach, the fair value of our common stock as of June 30, 2012 was determined to be $2.48 per share.

The primary reasons for the increase in fair value from the December 31, 2011 valuation to the June 30, 2012 valuation was the decrease in the WACC due to the evolution of our business’s stage of development and the use of a higher multiple in the Terminal Value calculation as we were recognizing record growth in revenue. These changes directly resulted in an increase in EV from December 2011 to June 2012. In addition, the OPM in the June 2012 valuation utilized a slightly shorter time to a liquidity event due to the passage of time, and the valuation utilized a lower marketability discount as we neared this assumed liquidity event.

For financial reporting purposes for the awards granted in May 2012, we applied a straight-line calculation between the $1.65 per share determined in the contemporaneous third-party valuation as of December 31, 2011 and the $2.48 per share determined in the contemporaneous third-party valuation as of June 30, 2012 to determine the fair value of our common stock on the grant date. Using the benefit of hindsight, we determined that the straight-line calculation would provide the most appropriate conclusion for the valuation of our common stock on the interim dates between valuations because we did not identify any single event or series of events that occurred during this interim period that would have caused a material change in fair value. Based on this calculation, we assessed the fair value of our common stock for awards granted in May 2012 to be $2.21 per share.

In addition, we granted 41,000 stock options in June 2012. Our board of directors set an exercise price of $1.65 per share for these options based in part on a third-party valuation prepared as of December 31, 2011 because the June 30, 2012 valuation was not completed until August 2012.

For financial reporting purposes for the awards granted in June 2012, we utilized the fair value of $2.48 per share determined in the contemporaneous third-party valuation as of June 30, 2012 for the grant date fair value of these awards.

September 2012

We granted 1,307,850 stock options in September 2012. Our board of directors set an exercise price of $2.48 per share for these options based in part on a third-party valuation prepared as of June 30, 2012.

Following the grant of these options, a contemporaneous valuation was prepared as of September 30, 2012 on a minority, non-marketable basis assuming our business was in the third stage of development. We considered our business to still be in the third stage of development because our sales growth remained very strong and it appeared that profitability was becoming more achievable, but there also remained risk around operating in a competitive market that is subject to technological change with larger established competitors. This valuation was developed using the income approach, specifically a discounted cash flow analysis, to determine our EV. The discounted cash flow analysis was developed based on our forecast through 2014 and utilized a WACC of 28% which was deemed appropriate considering our stage of development. For purposes of determining a Terminal Value, the valuation applied a multiple which was unchanged from the June 30, 2012 valuation. This multiple was determined to still be appropriate as it was still consistent with observed revenue multiples from our Guideline Companies. This calculated value was then discounted to present value using the same WACC to determine the final Terminal Value. The resulting equity value was then allocated to the common stock utilizing an OPM with the following

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assumptions: a time to a liquidity event of 1.75 years, risk-free rate of 0.2%, dividend yield of 0% and volatility of 55% over the time to a liquidity event. The fair value of our common stock, as determined by an OPM and after applying a marketability discount of 25%, was $3.66 per share as of September 30, 2012.

The primary reasons for the increase in fair value from the June 30, 2012 valuation to the September 30, 2012 valuation was the decrease in the WACC as we continued to recognize record growth in revenue and improvements in our forecasting ability. In addition, the forecasts for 2013 and 2014 were revised for this valuation to show increases in revenue over the forecast used in the prior valuations. These changes directly resulted in an increase in EV from June to September 2012. In addition, the OPM in the September 2012 valuation utilized a slightly shorter time to a liquidity event due to the passage of time.

For financial reporting purposes for the awards granted in September 2012, we utilized the fair value of $3.66 per share determined in this contemporaneous third-party valuation as of September 30, 2012 to determine the grant date fair value of these awards.

November and December 2012

We granted 968,000 stock options in November 2012 and 69,632 shares of restricted common stock in December 2012. Our board of directors set an exercise price of $3.66 per share for the November 2012 options based in part on a third-party valuation prepared as of September 30, 2012. When assessing the appropriate fair value for purposes of calculating the related stock-based compensation expense for these awards, we evaluated the two surrounding valuations prepared as of September 30, 2012 and December 31, 2012.

As discussed in the preceding section, the September 30, 2012 valuation determined a fair value of $3.66 per share as of that date. The December 31, 2012 contemporaneous valuation was prepared on a minority, non-marketable basis. This valuation was developed using a combination of the prior sales of stock market approach and the PWERM approach to determine our EV. The prior sales of stock market approach incorporated our recent convertible preferred stock financing in which we sold shares of Series F convertible preferred stock at approximately $10.53 per share. Using the information from the Series F convertible preferred stock financing, the valuation determined an equity value for our business. The equity value was then allocated to the common stock utilizing an OPM with the following assumptions: a time to liquidity event of 1.5 years, risk-free rate of 0.2%, dividend yield of 0% and volatility of 55% over the time to liquidity event. The fair value of our common stock per the prior sales of stock market approach, as determined by an OPM and after applying a marketability discount of 15%, was $3.15 per share as of December 31, 2012. The ultimate fair value determined in the PWERM approach was developed by combining the results of two similar valuations, one estimating an initial public offering, or IPO, in September 2013 and the other estimating an IPO in June 2014. However, both of these valuations were derived by developing hypothetical enterprise values for three different scenarios for the selected IPO timing, a low estimate, medium estimate and high estimate, which were all iterated such that the value attributable to the Series F convertible preferred stock was equal to the purchase price of the Series F convertible preferred stock of approximately $10.53 per share in the recent financing. The results from the three scenarios were then weighted as follows: 20% for the scenario that provided the lowest fair value while the other two scenarios were each weighted by 40%. The results from the two IPO PWERM valuations were then combined with the fair value determined in the IPO by September 2013 valuation weighted by 30% and the fair value determined in the IPO by June 2014 valuation by 70%. The resulting equity value was then reduced by a marketability discount of 15% to determine a fair value under the PWERM approach of $7.73 per share. Finally, the fair value determined under the prior sales of stock market approach was weighted by 50% while the fair value determined under the PWERM approach was also weighted by 50% to determine a final fair value of $5.44 per share as of December 31, 2012.

The primary reasons for the increase in fair value from the September 30, 2012 valuation to the December 31, 2012 valuation was inclusion of the information from the Series F convertible preferred stock financing and the increase in multiples assessed in the PWERM approach.
For financial reporting purposes for the awards granted in November 2012, we applied a straight-line calculation between the $3.66 per share determined in the contemporaneous third-party valuation as of September 30, 2012 and the $5.44 per share determined in the contemporaneous third-party valuation as of December 31, 2012 to determine the fair value of our common stock on the grant date. Using the benefit of hindsight, we determined that the straight-line calculation would provide the most appropriate conclusion for the valuation of our common stock on the interim date between valuations because we did not identify any single event or series of events that occurred during this interim period that would have caused a material change in fair value. Based on this calculation, we determined the fair value of our common stock for awards granted in November 2012 to be $4.47 per share. In addition, we used the fair value of $5.44 per share for financial reporting purposes for the restricted common stock granted in November 2012.

January and February 2013

We granted 3,570,844 stock options in January 2013 and 642,900 stock options in February 2013. Our board of directors set an exercise price of $5.44 per share for these options based in part on a third-party valuation prepared as of December 31, 2012. In addition, we granted restricted stock units in January 2013 and February 2013, which, by definition, do not have an exercise price. The restricted stock units are performance-based awards and do not vest unless we complete our IPO by December 31, 2014. The target shares of common stock to be issued if we meet certain performance conditions would be 327,000 shares of common stock for the January 2013 restricted stock unit grant and 10,000 shares of common stock for the February 2013 restricted stock unit grant. These grants allow for a maximum issuance of 490,500 shares for the January 2013 restricted stock unit grant and 15,000 shares for the February 2013 restricted stock unit grant if we outperform with regard to these conditions. In addition, it was noted that 15,000 target shares from the January 2013 restricted stock unit grant, which allowed for a maximum issuance of 22,500 shares, were cancelled soon after the date of grant in February 2013. Because part of the performance element with respect to the restricted stock unit grants are related to our completion of an IPO, we will not recognize any expense related to these awards until the applicable performance conditions have been met. We determined the fair value of the awards on the respective grant dates based on the valuation discussion immediately following. When assessing the appropriate fair value for purposes of calculating the related stock-based compensation expense for these awards, we evaluated the two surrounding valuations prepared as of December 31, 2012 and March 31, 2013.

As discussed in the preceding section, the December 31, 2012 valuation determined a fair value of $5.44 per share as of that date. The March 31, 2013 valuation was prepared on a minority, non-marketable basis assuming our business was in the fourth or fifth stage of development. We considered our business to be in the fourth or fifth stage of development because our forecasting process showed reduced risks and a liquidity event was nearing. This valuation was developed using a combination of the income approach, specifically a discounted cash flow analysis, and the PWERM approach to determine our EV. The discounted cash flow analysis was developed based on our forecast through 2015 and utilized a WACC of 24%, which was deemed appropriate considering our stage of development. For purposes of determining a Terminal Value, the valuation applied a multiple consistent with observed revenue multiples from our Guideline Companies. This calculated value was then discounted to present value using the same WACC to determine the final Terminal Value. The resulting equity value was then allocated to the common stock utilizing an OPM with the following assumptions: a time to liquidity event of 1.0 year, risk-free rate of 0.2%, dividend yield of 0% and volatility of 48% over the time to a liquidity event. The fair value of our common stock from the income approach, as determined by an OPM and after applying a marketability discount of 18%, was $7.50 per share as of March 31, 2013. Similar to the December 2012 valuation, the ultimate fair value determined in the PWERM approach was developed by combining the results of two similar valuations, one estimating an IPO in September 2013 and the other estimating an IPO in June 2014. Both of these valuations, however, were derived by developing hypothetical enterprise values for three different scenarios for the selected IPO timing: a low estimate, medium estimate and high estimate. The hypothetical Enterprise Values were estimated using multiples consistent with an analysis of our Guideline Companies and an analysis of IPOs in the IT space during recent years. The results from the three scenarios were then weighted as follows: 20% for the scenario with the lowest estimated enterprise value.
and 40% for the other two scenarios. The results from the two IPO valuations were then combined, with the fair value determined in the IPO by September 2013 valuation weighted by 50% and the fair value determined in the IPO by June 2014 valuation weighted by 50%. This derived equity value was then reduced by a marketability discount of 18% to determine a fair value under the PWERM approach of $8.36 per share. Finally, the fair value determined under the income approach was weighted by 50% while the fair value determined under the PWERM approach was also weighted by 50% to determine a final fair value of $7.93 per share as of March 31, 2013.

The increase in fair value from the December 31, 2012 valuation to the March 31, 2013 valuation was primarily due to our success in continuing to drive revenue growth and the related increase in our forecast, as well as a higher likelihood of an IPO.

For financial reporting purposes for the awards granted in January and February 2013, we applied a straight-line calculation between the $5.44 per share determined in the contemporaneous third-party valuation as of December 31, 2012 and the $7.93 per share determined in the contemporaneous third-party valuation as of March 31, 2013 to determine the fair value of our common stock on the grant date. Using the benefit of hindsight, we determined that the straight-line calculation would provide the most appropriate conclusion for the valuation of our common stock on the interim date between valuations because we did not identify any single event or series of events that occurred during this interim period that would have caused a material change in fair value. Based on this calculation, we assessed the fair value of our common stock to be $6.05 per share for awards granted in January 2013 and $6.46 per share for awards granted in February 2013.

May 2013

We granted 3,857,600 stock options in May 2013. Our board of directors set an exercise price of $7.93 per share for these options based in part on a third-party valuation prepared as of March 31, 2013. In addition, we granted 26,111 shares of restricted common stock in May 2013, which, by definition, do not have an exercise price. When assessing the appropriate fair value for purposes of calculating the related stock-based compensation expense for these awards, we evaluated two surrounding valuations prepared as of April 30 and May 31, 2013.

The April 30, 2013 valuation was prepared on a minority, non-marketable basis assuming our business was in the fourth or fifth stage of development. We considered our business to be in the fourth or fifth stage of development because our forecasting process showed reduced risks and an approaching liquidity event. This valuation was also developed using a combination of the income approach, specifically a discounted cash flow analysis, and the PWERM approach to determine our EV. The discounted cash flow analysis was developed based on our forecast through 2015 and utilized a WACC of 24%, which was consistent with the March 31, 2013 valuation and still deemed appropriate considering our stage of development. For purposes of determining a Terminal Value, the valuation applied a multiple consistent with observed revenue multiples from our Guideline Companies. This calculated value was then discounted to present value using the same WACC to determine the final Terminal Value. The resulting equity value was then allocated to our common stock utilizing an OPM with the following assumptions: a time to liquidity event of 1.0 year, risk-free rate of 0.1%, dividend yield of 0% and volatility of 50% over the time to a liquidity event. The fair value of our common stock from the income approach, as determined by an OPM and after applying a marketability discount of 15%, was $8.04 per share as of April 30, 2013. Similar to the December 2012 and March 2013 valuations, the ultimate fair value determined in the PWERM approach was developed by combining the results of two similar valuations, one estimating an IPO in September 2013 and the other estimating an IPO in June 2014. Both of these valuations, however, were derived by developing hypothetical Enterprise Values for three different scenarios for the selected IPO timing: a low estimate, medium estimate and high estimate. The hypothetical Enterprise Values were estimated using multiples consistent with an analysis of our Guideline Companies and an analysis of IPOs in the IT space during recent years. The results from the three scenarios were then weighted as follows: 30% for the scenario with the lowest estimated Enterprise Value and 35% for the other two scenarios. The results from the two IPO valuations were then combined, with the fair value determined in the IPO by September 2013 valuation weighted by 60%, and the fair value determined in the IPO by June 2014 valuation weighted by 40%. This derived equity value was then reduced by a marketability discount of 18% to determine a final fair value of $8.36 per share as of March 31, 2013.
discount of 15% to determine a fair value under the PWERM approach of $9.02 per share. Finally, the fair value determined under the income approach was weighted by 40%, while the fair value determined under the PWERM approach was weighted by 60% to determine a final fair value of $8.63 per share as of April 30, 2013.

The May 31, 2013 valuation was prepared on a minority, non-marketable basis assuming our business was in the fourth or fifth stage of development. We considered our business to be in the fourth or fifth stage of development because our forecasting process showed reduced risks and an approaching liquidity event. This valuation was also developed using a combination of the income approach, specifically a discounted cash flow analysis, and the PWERM approach to determine our EV. The discounted cash flow analysis was developed based on our forecast through 2015 and utilized a WACC of 23%, which was a small decrease from the April 30, 2013 valuation but still deemed appropriate considering our stage of development. For purposes of determining a Terminal Value, the valuation applied a multiple consistent with observed revenue multiples from our Guideline Companies. This calculated value was then discounted to present value using the same WACC to determine the final Terminal Value. The fair value of our common stock from the income approach, as determined by an OPM and after applying a marketability discount of 13%, was $9.01 per share as of May 31, 2013. Similar to the December 2012 and March and April 2013 valuations, the ultimate fair value determined in the PWERM approach was developed by combining the results of two similar valuations, one estimating an IPO in September 2013 and the other estimating an IPO in June 2014. Both of these valuations, however, were derived by developing hypothetical Enterprise Values for three different scenarios for the selected IPO timing: a low estimate, medium estimate and high estimate. The hypothetical Enterprise Values were estimated using multiples consistent with an analysis of our Guideline Companies and an analysis of IPOs in the IT space during recent years. The results from the three scenarios were then weighted as follows: 30% for the scenario with the lowest estimated Enterprise Value and 35% for the other two scenarios. The results from the two IPO valuations were then combined, with the fair value determined in the IPO by September 2013 valuation weighted by 70%, and the fair value determined in the IPO by June 2014 valuation weighted by 30%. This derived equity value was then reduced by a marketability discount of 13% to determine a fair value under87(417,931),(474,947) the PWERM approach of $9.97 per share. Finally, the fair value determined under the income approach was weighted by 30%, while the fair value determined under the PWERM approach was weighted by 70% to determine a final fair value of $9.68 per share as of May 31, 2013.

The increase in fair value from the March 31, 2013 valuation to the April 30 and May 31, 2013 valuations was primarily due to a higher likelihood of an IPO and our continued performance to forecast.

For financial reporting purposes for the awards granted in May 2013, we applied a straight-line calculation between the fair value of $8.63 per share determined in the contemporaneous third-party valuation as of April 30, 2013 and the fair value of $9.68 per share determined in the contemporaneous third-party valuation as of May 31, 2013 to determine the fair value of our common stock on the grant dates. More specifically, of the options granted in May 2013, 3,058,900 were granted on May 3, 2013 and 798,700 were granted on May 16, 2013. In addition, the 26,111 shares of restricted common stock were granted on May 3, 2013 as well. Using the benefit of hindsight, we determined that the straight-line calculation would provide the most appropriate conclusion for the valuation of our common stock on the interim date between valuations because we did not identify any single event or series of events that occurred during the month of May 2013 that would have caused a material change in fair value. Based on this calculation, we assessed the fair value of our common stock to be $8.73 per share for awards granted on May 3, 2013 and $9.17 per share for awards granted on May 16, 2013.

June 2013

We granted 1,295,450 stock options in June 2013. Our compensation committee set an exercise price of $9.68 per share for these options based in part on a third-party valuation prepared as of May 31, 2013. When
As discussed in the preceding section, the May 31, 2013 valuation determined a fair value of $9.68 per share as of that date. The June 30, 2013 valuation was prepared on a minority, non-marketable basis assuming our business was in the fourth or fifth stage of development. We considered our business to be in the fourth or fifth stage of development because our forecasting process showed reduced risks and an approaching liquidity event. This valuation was also developed using a combination of the income approach, specifically a discounted cash flow analysis, and the PWERM approach to determine our EV. The discounted cash flow analysis was developed based on our forecast through 2015 and utilized a WACC of 22%, which was a small decrease from the May 31, 2013 valuation but still deemed appropriate considering our stage of development. For purposes of determining a Terminal Value, the valuation applied a multiple consistent with observed revenue multiples from our Guideline Companies. This calculated value was then discounted to present value using the same WACC to determine the final Terminal Value. The resulting equity value was then allocated to our common stock utilizing an OPM with the following assumptions: a time to liquidity event of 0.75 years, risk-free rate of 0.1%, dividend yield of 0% and volatility of 46% over the time to a liquidity event. The fair value of our common stock from the income approach, as determined by an OPM and after applying a marketability discount of 10%, was $9.67 per share as of June 30, 2013. Similar to the December 2012 and the March, April and May 2013 valuations, the ultimate fair value determined in the PWERM approach was developed by combining the results of two similar valuations, one estimating an IPO in September 2013 and the other estimating an IPO in June 2014. Both of these valuations, however, were derived by developing hypothetical Enterprise Values for three different scenarios for the selected IPO timing: a low estimate, medium estimate and high estimate. The hypothetical Enterprise Values were estimated using multiples consistent with an analysis of our Guideline Companies and an analysis of IPOs in the IT space during recent years. The results from the three scenarios were then weighted as follows: 30% for the scenario with the lowest estimated Enterprise Value and 35% for the other two scenarios. The results from the two IPO valuations were then combined, with the fair value determined in the IPO by September 2013 valuation weighted by 70%, and the fair value determined in the IPO by June 2014 valuation weighted by 30%. This derived equity value was then reduced by a marketability discount of 10% to determine a fair value under the PWERM approach of $10.50 per share. Finally, the fair value determined under the income approach was weighted by 30%, while the fair value determined under the PWERM approach was weighted by 70% to determine a final fair value of $10.25 per share as of June 30, 2013.

The increase in fair value from the May 31, 2013 valuation to the June 30, 2013 valuation was primarily due to our continued performance against forecast.

For financial reporting purposes for the awards granted in June 2013, we applied a straight-line calculation between the fair value of $9.68 per share determined in the contemporaneous third-party valuation as of May 31, 2013 and the fair value of $10.25 per share determined in the contemporaneous third-party valuation as of June 30, 2013 to determine the fair value of our common stock on the grant date. Using the benefit of hindsight, we determined that the straight-line calculation would provide the most appropriate conclusion for the valuation of our common stock on the interim date between valuations because we did not identify any single event or series of events that occurred during the month of June 2013 that would have caused a material change in fair value. Based on this calculation, we assessed the fair value of our common stock to be $10.21 per share for awards granted in June 2013.

July 2013

We granted 1,253,000 stock options in July 2013. Our compensation committee set an exercise price of $10.25 per share for these options based in part on a third-party valuation prepared as of June 30, 2013. In addition, we granted 23,711 shares of restricted common stock in July 2013, which, by definition, do not have an exercise price.

As of the date of this prospectus, we had not yet determined the fair value of our common stock associated with the July 2013 grants for financial reporting purposes. We will consider the progression of our proposed IPO,
including any proposed initial public offering price, changes in our business and operating results achieved since June 30, 2013, among other things, when determining the fair value of our common stock and recording the related stock-based compensation expense for the quarter ending September 30, 2013.

**Warrants**

Warrants to purchase shares of our convertible preferred stock are classified as a liability on the consolidated balance sheet at fair value because the warrants contain “down-round protection” and therefore, do not meet the scope exception for treatment as a derivative. The fair value of the warrants is estimated using the Monte Carlo model at each reporting date. The change in fair value of the warrants is then recorded on the consolidated statements of operations as other expense. We use management judgment to estimate the fair value of these warrants, and these estimates could differ significantly in the future. We determined the fair value of the outstanding convertible preferred stock warrants utilizing a Monte Carlo model with the following assumptions as of December 31, 2011 and 2012 and as of June 30, 2013:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31,</th>
<th>As of June 30,</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remaining contractual term (in years)</td>
<td>3.6 – 9.7</td>
<td>2.6 – 8.7</td>
</tr>
<tr>
<td>Risk-free interest rate</td>
<td>1.6% – 2.4%</td>
<td>0.3% – 1.5%</td>
</tr>
<tr>
<td>Volatility</td>
<td>67% – 79%</td>
<td>55% – 64%</td>
</tr>
<tr>
<td>Change of control probability</td>
<td>30% – 55%</td>
<td>25% – 50%</td>
</tr>
<tr>
<td>Control premium</td>
<td>40%</td>
<td>40%</td>
</tr>
<tr>
<td>IPO threshold (in billions)</td>
<td>$0.5 – $0.6</td>
<td>$0.6 – $1.8</td>
</tr>
</tbody>
</table>

The above assumptions were determined as follows:

**Remaining contractual term**—The remaining contractual term represents the time from the date of the valuation to the expiration of the warrant;

**Risk-free interest rate**—The risk-free interest rate is based on the U.S. Treasury yield in effect as of December 31, 2011 and 2012 and as of June 30, 2013 for zero coupon U.S. Treasury notes with maturities approximately equal to the term of the warrant;

**Volatility**—The volatility is derived from historical volatilities of several unrelated publicly listed peer companies over a period approximately equal to the term of the warrant because we have limited information on the volatility of the convertible preferred stock because there is currently no trading history. When making the selections of industry peer companies to be used in the volatility calculation, we considered the size, operational and economic similarities to our principle business operations;

**Change of control probability**—The change of control probability is the board of directors’ estimate of the probability that we are involved with a change of control transaction; and

**Control premium**—The control premium represents an additional amount above the value of an entity’s common stock that an investor would be willing to pay to obtain control over that entity.

The fair value of the warrants was recorded as a warrant liability upon issuance. The warrant is recorded at its estimated fair value utilizing the Monte Carlo model with changes in the fair value of the warrant liability reflected in other expense, net. Upon the earlier of the exercise of the warrants or the completion of a liquidation event, including the completion of an initial public offering in which the shares underlying the warrants would convert from the related shares of convertible preferred stock into shares of common stock, the preferred stock warrant liability will be remeasured to fair value one final time, and any remaining liability will be reclassified to
additional paid-in capital. We expect the fair value of the warrants to increase leading up to this offering, but we do not expect any future charges following the completion of this offering.

As of December 31, 2011 and 2012 and June 30, 2013, all of the convertible preferred stock warrants were still outstanding as follows (in thousands, except share and per share amounts):

<table>
<thead>
<tr>
<th>Class of Shares</th>
<th>Issuance Dates</th>
<th>Expiration Dates</th>
<th>No. of Shares</th>
<th>Exercise Price per Share</th>
<th>Fair Value as of December 31</th>
<th>Fair Value as of June 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series A-2</td>
<td>2005 and 2006</td>
<td>2015 and 2016</td>
<td>245,899</td>
<td>$0.61</td>
<td>$477</td>
<td>$1,632</td>
</tr>
<tr>
<td>Series B</td>
<td>2006 through 2008</td>
<td>2016 through 2018</td>
<td>118,942</td>
<td>$1.32</td>
<td>248</td>
<td>925</td>
</tr>
<tr>
<td>Series D</td>
<td>June 2010</td>
<td>June 2020</td>
<td>100,000</td>
<td>$0.39</td>
<td>182</td>
<td>634</td>
</tr>
<tr>
<td>Series E</td>
<td>August 2011</td>
<td>August 2021</td>
<td>60,661</td>
<td>$1.36</td>
<td>87</td>
<td>338</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$994</strong></td>
<td><strong>$3,529</strong></td>
</tr>
</tbody>
</table>

During the years ended December 31, 2010, 2011 and 2012, we recognized charges in the amount of $0.2 million, $0.8 million and $2.6 million, respectively, from the remeasurement of the fair value of the warrants, which was recorded through other expense, net in the consolidated statements of operations. During the six months ended June 30, 2012 and 2013, we recognized charges in the amount of $0.5 million and $3.0 million, respectively, from the remeasurement of the fair value of the warrants, which was recorded through other expense, net in the consolidated statements of operations.

Upon the earlier of the exercise of the warrants or the completion of a liquidation event, including the completion of an initial public offering, the liability will be reclassified to stockholders’ equity, at which time it will no longer be subject to fair value accounting.

**Income Taxes**

We account for income taxes using the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in our financial statements or tax returns. In addition, deferred tax assets are recorded for the future benefit of utilizing net operating losses and research and development credit carryforwards. Valuation allowances are provided when necessary to reduce deferred tax assets to the amount expected to be realized.

We apply the authoritative accounting guidance prescribing a threshold and measurement attribute for the financial recognition and measurement of a tax position taken or expected to be taken in a tax return. We recognize liabilities for uncertain tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step requires us to estimate and measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement.

Significant judgment is required in evaluating our uncertain tax positions and determining our provision for income taxes. Although we believe our reserves are reasonable, no assurance can be given that the final tax outcome of these matters will not be different from that which is reflected in our historical income tax provisions and accruals. We adjust these reserves in light of changing facts and circumstances, such as the closing of a tax audit or the refinement of an estimate. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences may impact the provision for income taxes in the period in which such determination is made.

Significant judgment is also required in determining any valuation allowance recorded against deferred tax assets. In assessing the need for a valuation allowance, we consider all available evidence, including past
operating results, estimates of future taxable income, and the feasibility of tax planning strategies. In the event that we change our determination as to the amount of deferred tax assets that can be realized, we will adjust our valuation allowance with a corresponding impact to the provision for income taxes in the period in which such determination is made.

Estimates of future taxable income are based on assumptions that are consistent with our plans. Assumptions represent management’s best estimates and involve inherent uncertainties and the application of management’s judgment. Should actual amounts differ from our estimates, the amount of our tax expense and liabilities could be materially impacted.

**Contract Manufacturer Liabilities**

We outsource most of our manufacturing, repair, and supply chain management operations to our independent contract manufacturer and payments to it are a significant portion of our product cost of revenue. Although we could be contractually obligated to purchase manufactured products, we generally do not own the manufactured products. Product title transfers from our independent contract manufacturer to us and immediately to our partner upon shipment. Our independent contract manufacturer assembles our products using design specifications, quality assurance programs, and standards that we establish and it procures components and assembles our products based on our demand forecasts. These forecasts represent our estimates of future demand for our products based upon historical trends and analysis from our sales and product management functions as adjusted for overall market conditions. If the actual component usage and product demand are significantly lower than forecast, we may accrue for costs for contractual manufacturing commitments in excess of our forecasted demand including costs for excess components or for carrying costs incurred by our contract manufacturer. To date, we have not accrued any significant costs associated with this exposure.

As of December 31, 2012 and June 30, 2013, we had approximately $3.3 million and $7.0 million, respectively, of open orders with our contract manufacturer that may not be cancelable.

**Loss Contingencies**

We are subject to the possibility of various loss contingencies arising in the ordinary course of business. We consider the likelihood of loss or impairment of an asset, or the incurrence of a liability, as well as our ability to reasonably estimate the amount of loss, in determining loss contingencies. An estimated loss contingency is accrued when it is probable that an asset has been impaired or a liability has been incurred and the amount of loss can be reasonably estimated. If we determine that a loss is possible and the range of the loss can be reasonably determined, then we disclose the range of the possible loss. We regularly evaluate current information available to us to determine whether an accrual is required, an accrual should be adjusted or a range of possible loss should be disclosed.

**Warranties**

We generally provide a one-year warranty on our hardware and a three-month warranty on our software products. We do not accrue for potential warranty claims as a component of cost of product revenue as all product warranty claims are satisfied under our support and maintenance contracts.

**Recent Accounting Pronouncements**

In June 2011, the Financial Accounting Standards Board, or FASB, issued authoritative guidance that addresses the presentation of comprehensive income for annual reporting of financial statements was issued. The guidance is intended to improve the comparability, consistency and transparency of financial reporting and to increase the prominence of items reported in other comprehensive income by eliminating the option to present components of other comprehensive income as part of the statement of changes in stockholders’ equity. Such changes in the stockholders’ equity will be required to be disclosed in either a single continuous statement of
comprehensive income or in two separate but consecutive statements. The guidance is effective for fiscal years beginning after December 15, 2011, and should be applied retrospectively for all periods presented. Early adoption is permitted. This new guidance impacts how we report comprehensive income, and did not have any effect on our results of operations, financial position or liquidity upon its required adoption on January 1, 2012.

Additionally, in May 2011, updated authoritative guidance to amend existing requirements for fair value measurements and disclosures was issued. The guidance expands the disclosure requirements around fair value measurements categorized in Level 3 of the fair value hierarchy and requires disclosure of the level in the fair value hierarchy of items that are not measured at fair value but whose fair value must be disclosed. It also clarifies and expands upon existing requirements for fair value measurements of financial assets and liabilities as well as instruments classified in stockholders’ equity. The guidance was effective for the year ended December 31, 2012 and was applied prospectively. This new guidance impacts how we report on fair value measurements only, and had no effect on our results of operations, financial position or liquidity upon our adoption on January 1, 2012.

In February 2013, the FASB issued guidance which addresses the presentation of amounts reclassified from accumulated other comprehensive income. This guidance does not change current financial reporting requirements, instead an entity is required to cross-reference to other required disclosures that provide additional detail about amounts reclassified out of accumulated other comprehensive income. In addition, the guidance requires an entity to present significant amounts reclassified out of accumulated other comprehensive income by line item of net income if the amount reclassified is required to be reclassified to net income in its entirety in the same reporting period. Adoption of this standard is required for periods beginning after December 15, 2012 for public companies. This new guidance impacts how we report comprehensive income and will have no effect on our results of operations, financial position or liquidity upon its required adoption on January 1, 2013.
BUSINESS

Overview

We have invented a purpose-built, virtual machine-based security platform that provides real-time protection to enterprises and governments worldwide against the next generation of cyber attacks. Our technology approach represents a paradigm shift in how IT security has been conducted since the earliest days of the information technology industry. The core of our purpose-built, virtual machine-based security platform is our virtual execution, or MVX, engine, which identifies and protects against known and unknown threats that existing signature-based technologies are unable to detect. The new generation of cyber attacks on organizations, including large and small enterprises and governments worldwide, is characterized by an unprecedented escalation in the complexity and scale of advanced malware created by criminal organizations and nation-states. These highly sophisticated cyber attacks routinely circumvent traditional signature-based defenses by launching dynamic, stealthy and targeted malware that penetrates defenses in multiple stages and through multiple entry points of an IT network. Our proprietary virtual machine-based technology represents a new approach to detecting these cyber attacks in real time with high efficacy while also scaling in response to ever-increasing network performance requirements. We believe it is imperative for organizations to invest in this new approach to security to protect their critical assets, such as intellectual property and customer and financial data, from the global pandemic of cybercrime, cyber espionage and cyber warfare.

Our nine years of research and development in proprietary virtual machine technology, anomaly detection and associated heuristic, or experience-based, algorithms enables us to provide real-time, dynamic threat protection without the use of signatures while delivering high efficacy and network performance. We provide a comprehensive platform that employs a virtualized execution engine and a cloud-based threat intelligence network that uniquely protects organizations from next-generation threats at all stages of the attack lifecycle and across all primary threat vectors, including Web, email and file systems. Our MVX engine detonates, or “runs,” Web objects, suspicious attachments and files within purpose-built virtual machine environments to detect and block the full array of next-generation threats, including attacks that leverage unknown vulnerabilities in widely used software programs, also known as “zero-day” attacks. Newly identified threats are quarantined to prevent exposure to the organization’s actual network environment, and information regarding such threats is sent to our Dynamic Threat Intelligence, or DTI, cloud. Our DTI cloud enables real-time global sharing of threat intelligence uploaded by our customers’ cloud-connected FireEye appliances.

As part of our sales strategy, we often provide prospective customers with our products for a short-term evaluation period. To date, we have conducted over 1,000 of these evaluations across many countries and with companies of all sizes. In each case, our products are deployed within the prospective customer’s network, typically for a period ranging from one week to several months. During this period, the prospective customer conducts evaluations with the assistance of our system engineers and members of our security research team. These evaluations have been part of our ordinary course business practices for the past two years. In over 95% of these prospective customer evaluations, we have discovered incidents of next-generation threats that were conducting malicious activities and that successfully evaded the prospective customers’ existing security infrastructure, including traditional firewalls, next-generation firewalls, intrusion prevention systems, anti-virus software, email security and Web filtering appliances. By deploying our platform, organizations can stop inbound attacks and outbound theft of valuable intellectual property and data with a negligible false-positive rate, enabling them to avoid potentially catastrophic financial and intellectual property losses, reputational harm and damage to critical infrastructures.

Our platform is delivered through a family of software-based appliances and includes our DTI cloud subscription as well as support and maintenance services. Our principal appliance families address three critical vectors of attack: Web, email and file shares. We also provide a family of management appliances that serve as a central nervous system unifying reporting and configuration, while monitoring and correlating attacks that simultaneously cross multiple vectors of the network, thereby increasing the efficacy of our security platform. Our management appliances enable us to share intelligence regarding threats at a local implementation level and
also across the organization. In addition, we enhance the efficacy of our solution by sharing with customers anonymized global threat data through our DTI cloud. Finally, we offer a malware analysis appliance that provides IT security analysts with the ability to test, characterize and conduct forensic examinations on next-generation threats by simulating their execution path with our virtual machine technology.

Our sales model consists of a direct sales team and channel partners that collaborate to identify new sales prospects, sell products and services, and provide post-sale support. We believe this approach allows us to maintain face-to-face connectivity with our customers, including key enterprise accounts, and helps us support our partners, while leveraging their reach and capabilities. As of June 30, 2013, we had over 1,100 end-customers across more than 40 countries, including over 100 of the Fortune 500. Our customers include leading enterprises in a diverse set of industries, including telecommunications, technology, financial services, public utilities, healthcare and oil and gas, as well as leading U.S. and international governmental agencies.

For 2010, 2011 and 2012, our revenue was $11.8 million, $33.7 million and $83.3 million, respectively, representing year-over-year growth of 186% for 2011 and 148% for 2012, and our net losses were $9.5 million, $16.8 million and $35.8 million, respectively. For the six months ended June 30, 2012 and 2013, our revenue was $29.7 million and $61.6 million, respectively, representing year-over-year growth of 165% and 107%, respectively, and our net losses were $14.3 million and $67.2 million, respectively. Subscription and services revenue, which represents a recurring portion of our revenue, has increased as a percentage of revenue over the last three years, from 21% in 2010 to 37% in 2012 and 48% for the six months ended June 30, 2013.

Industry Background

Organizations Are Spending Billions On Signature-Based Security Technologies

Organizations today are embracing a confluence of technologies to enhance the productivity of their employees, generate new revenue sources and improve their operating efficiency. These technologies include cloud services, mobile computing and online services and social networking sites, such as LinkedIn, facebook and Twitter. This emergence of an increasingly distributed IT infrastructure, along with the explosion in the diversity, scale and importance of this infrastructure has greatly increased the vulnerability of these organizations to potential security attacks. This greater reliance on information technology has resulted in significant investments in IT security products and personnel to help protect against a myriad of potential threats. According to IDC, a global market research firm, 2013 worldwide IT security spending will be approximately $17.9 billion, including investments in traditional security technologies such as firewalls, intrusion prevention systems and endpoint security software. In order to deploy and manage these products, organizations are relying upon an increasingly large staff of highly specialized IT security personnel.

To date, organizations have deployed security products to protect their IT infrastructure against earlier generations of security threats. These security products typically fell into two main categories. First, technologies like firewalls were developed in order to enforce a set of policies that governed which types of traffic would be allowed onto an organization’s network. Second, technologies like intrusion detection and anti-virus software were developed to protect against potential security threats embedded within an organization’s traffic. These technologies defended against earlier generations of security threats by utilizing signature-based threat protection technology. The signature model works by forensically examining the code base of known malware and, if no match is found, subsequently developing a signature that network security devices can match against future incoming traffic. These signatures are gathered by IT security companies and distributed periodically to organizations that subscribe to the security company’s update service. This signature-based approach is the principal foundation of existing threat protection technologies.

Next-Generation Threats Present New Challenges For Organizations

In general, cyber attacks from the late 1990s and early 2000s were intentionally designed to be visible and to be distributed as separate stand-alone software components, making them relatively easy and straightforward for
security devices to identify, analyze and prevent. These early generation attacks were deployed less frequently than advanced threats. As a result, IT departments were generally able to respond more effectively to patch system vulnerabilities. These attacks generally consisted of malicious software, or malware, that would be performed only the first time it was encountered by the organization. Because this type of malware was not designed to be persistent, it had significantly less potential to cause incremental damage beyond its initial attack. Moreover, the historical threat landscape was defined by amateur hackers who launched attacks principally for fame or mischief. While these hackers garnered media attention, they caused relatively little damage, and signature-based security solutions were effective at detecting and preventing them. These threats were not targeted at specific individuals or specific IT security vulnerabilities within an organization. Rather, the attacks were broad based in nature and therefore less damaging. Attacks such as these represent the majority of attacks faced by organizations during the last 20 years.

Today’s security attacks are being conducted by increasingly sophisticated threat actors

Today’s organizations face an advanced malware pandemic of unprecedented severity led by “advanced persistent threat actors,” such as cybercriminals, nation-states and hacktivists. Cybercriminals are expending significant resources to exfiltrate sensitive intellectual property and personal data from organizations, causing financial and reputational damage; nation-states are pursuing cyber espionage and warfare targeting critical infrastructure, such as power grids, and highly sensitive information that can threaten national security; and hacktivists, who are driven by political ideologies, are defacing Websites, stealing information and launching denial of service attacks. These threat actors are utilizing highly sophisticated next-generation threats to circumvent traditional IT defenses at an alarming rate. Given their significant resources, nation-states and organized cyber criminals are now employing automated, constantly changing threats known as “polymorphic attacks” to penetrate mission critical systems. These sophisticated groups are constantly evolving their capabilities to penetrate IT infrastructure, steal sensitive information, and conduct espionage and cyber warfare. They have the human and financial resources to continuously modify and improve attacks to identify and exploit network vulnerabilities that will allow them to breach a target’s network. A 2011 Ponemon Institute study estimated a 44% increase in successful cyber attacks from the prior year. According to Gartner, Inc., a global market research firm, the federal government estimates that there is some $5 trillion of IP in the U.S., most of it commercially owned, with more than $300 billion of IP stolen each year from all U.S. networks. Contributing to this trend is a rise in state sponsored cyber-espionage with many countries armed for cyber warfare. The problem has become so severe that the United States Department of Defense recently elevated cyberspace in the 2010 Quadrennial Defense Report to be a domain on the same level of importance as land, sea, air and space. In addition, cyber attacks are listed as a top national security threat in the 2013 Worldwide Threat Assessment of the US Intelligence Community.

These threat actors are utilizing highly sophisticated techniques that differ dramatically from earlier generation threats

Next-generation threats, utilized by advanced persistent threat actors, are fundamentally different from earlier generation threats, with a unique set of characteristics that create a new set of detection and prevention challenges. One of the most dangerous characteristics of next-generation threats is their ability to take advantage of a previously unknown vulnerability in widely used software programs, creating what is known as “zero day” threats. By exploiting this vulnerability, significant damage can be done because it can take days before signature-based software vendors discover the vulnerability and patch it, and an even longer period of time for traditional security products to update their signature databases accordingly. Next-generation threats are stealthy by design and are significantly harder to detect. Further compounding the problem, next-generation threats are dynamic, or polymorphic, meaning they are designed to mutate quickly and retain their function while changing their code, making it almost impossible for traditional signature technologies to detect them. These threats are also targeted, which enables them to present specific individuals within organizations’ networks with customized

2 See note (2) in “Market and Industry Data.”
messages or content that maximizes the likelihood of the individual becoming an unwitting accomplice to the attack. Finally, these attacks are persistent and can perform malicious activity over a significantly longer period of time by remaining resident in the network and spreading undetected across devices for a specific period of time before conducting their activity, thereby resulting in higher damage potential.

Next-generation threats are attacking all primary entry points and manifesting themselves over a complex series of stages

Next-generation threats target all possible entry points of a network by launching advanced malware attacks at the organization through Web, email and file vectors. Web-based attacks happen when users unknowingly navigate to malicious Websites and click on links or buttons that then execute code on the user’s browser or activate applications on the user’s computer that serve as the initial insertion point for the threat. Worse still, some Web-based attacks, called “drive-by downloads,” require no user interaction beyond simply visiting the Web page to infect user devices. Email attacks typically happen when users are presented with a customized message to lure them into clicking on a link in the email, which then directs the unwitting user to a malicious Website or executes a local application, creating an initial insertion point for malware. File-based attacks happen when a malicious program has already entered the network and is free to propagate malware to network file shares, such as Microsoft network file sharing service, from which it is able to exfiltrate high-value data. An additional level of complexity in advanced malware is that the same threat can simultaneously target multiple vectors of a network to gain entry, such as through a Web page, email or file. These advanced “blended” attacks have become increasingly commonplace and significantly increase the difficulty of detection by legacy security products.

Next-generation threats are difficult to detect and block at each step of their attack lifecycle

Next-generation threats are significantly more complex in the way they carry out their attacks. The threats formulate over multiple steps, and they are difficult to detect via legacy security technologies at each step. The typical next-generation attack lifecycle contains the following five steps:

1. **Initial Exploit:** An exploit is typically a small amount of seemingly harmless content, often just a few hundred bytes in size, that when inserted into vulnerable software can make the software execute code it was not programmed to run. The initial exploit phase is critical and occurs when cyber attackers take advantage of inherent vulnerabilities in widely used software and applications, such as Adobe Acrobat, Flash, and Internet Explorer, to initially penetrate a victim system. The exploit is stealthy and its code can enter an organization even when a user does nothing more than visit a Web page that has been compromised. Importantly, this entire process happens within the compromised system’s random access memory and does not involve writing any files to the hard drive, making it almost impossible to detect with legacy security solutions that are focused on examining files and executables once they are written to the hard drive on a host computer.

2. **Malware Download:** Once the initial exploit is successful in penetrating a victim’s system, a larger malware program in the form of a file can be downloaded onto the hard drive of the compromised system. Because the download is initiated by seemingly innocuous software from inside the organization and the malware file can be obfuscated to seem harmless, legacy security systems cannot detect the threat. As an example, the file can be presented as a .jpg (a picture) instead of an .exe (executable) file and therefore avoid detection by legacy security technologies designed to look for executables. In addition, the malware program is encrypted and the key to decrypt the file is only available in the exploit code. Therefore, only if a security product detects the initial exploit code, can it collect the key to decrypt, detect and block the larger malware program.

3. **Callback and Establish Control:** After the larger malware download is successful, it will initiate an outbound connection to an external command and control server operated by a threat actor. Once the program has successfully made a connection, the cyber attacker has full control over the compromised host. Many legacy security solutions do not analyze outbound traffic for malicious
transmissions and destinations. Other solutions that attempt to detect malicious outbound transmissions can only find transmissions to known destination IP addresses of servers, and are not able to identify malicious transmissions to unknown destinations.

4. **Data Exfiltration:** Having established a secure connection with the command and control server, the malware will proceed to take control of the host computer as well as transfer sensitive data, such as intellectual property, user credentials, and sensitive file content. Because legacy security solutions cannot detect any of the previous three steps—exploit, malware download and callback—they are unable to detect and block the outbound transfer of data.

5. **Lateral Movement:** At any point after the malware is downloaded, the malware may conduct reconnaissance across the network to locate other vulnerable systems, and then spread laterally to file shares located deep within the organization’s network to search for additional data that is valuable to exfiltrate. As the lateral movement is conducted within the enterprise, firewalls and other perimeter security solutions focused on blocking malicious traffic from entering an organization are not able to detect the movement of malware within the organization.

Next-generation threats have already caused significant damage to organizations

Next-generation threats are pervasive and cause substantial damage to organizations around the world. Below are examples of well-known next-generation attacks that breached the legacy network security technologies deployed by large organizations:

- **Flame:** The Flame cyber attacks were discovered in 2012. These attacks targeted private individuals, governments, enterprises and educational organizations in the Middle East, predominantly in Iran. The malware associated with Flame was built specifically for information gathering and ongoing monitoring of victims. It could activate microphones and Web cameras to record audio and video and use blue tooth connections to download data from devices connected to infected computers. Flame has been called the most sophisticated malware ever found. The malware had several unique characteristics that made it extremely hard to detect. One feature allowed the malware to identify security programs on the host and transform its code base to ensure that it evaded the specific security program identified. Flame is an example of modern day espionage, in the form of a cyber attack that targets a broad base of victims. This type of espionage is becoming the strategy of choice for intelligence agencies to execute their missions.

- **RSA Attack:** The infiltration of RSA, discovered in 2011, is an example that is commonly referred to as an “advanced persistent threat.” This cyber attack started out as a “spear phishing” email titled “2011 Recruitment Plan” with an excel attachment. Once opened, the excel sheet would infect the host computers. The code would then slowly harvest user credentials and look for ways to get onto additional computers of users with higher level credentials. The attackers slowly gained the credentials they needed to infiltrate the core RSA SecureID token master key database, thereby compromising the security of thousands of other companies. This attack took substantial time and effort to access the SecureID token database, which was only one step of a larger plan to attack the organizations using these stolen credentials.

- **Operation Aurora:** Discovered in 2010, Operation Aurora compromised the systems of several Fortune 500 companies by relying on a zero-day threat to gain access to well protected IT infrastructure. Specifically, there was a vulnerability within Internet Explorer that allowed malicious code to infect a user’s computer when the user took no action other than visiting a Website. This is an example of how a small zero-day exploit on one type of software can allow cyber attackers to compromise even the most sophisticated organizations.

- **Shady RAT:** Operation Shady RAT, or Shady RAT, is an ongoing series of cyber attacks that started in 2006. The attacks hit and penetrated over 70 organizations, including major defense contractors, the United Nations and the International Olympic Committee. The campaign used spear phishing emails targeted at users with administrative privileges and took advantage of known exploits. The attack is
notable for the range of victims and length of the infections. The United Nations was breached for nearly two years and the International Olympic Committee for 28 months before the infection was identified. This is one of the most successful coordinated breaches publicly disclosed and shows the breadth of victims and serious deficiencies in IT security.

A widespread underground community has formed to significantly increase the accessibility of attack tools

To further compound the problem, attacks like those described above are now being created with automated processes and software easily accessible on the Internet. The software development tool kits necessary to create new unique malware can be purchased for a few hundred U.S. dollars. These tools have shortened the time to threat creation and deployment, resulting in a significant increase in the volume and diversity of unknown threats attacking an organization. A cybercrime ecosystem of developers, consultants, technology providers and funding sources has emerged to support the large and growing market for next-generation threats. Advanced persistent threat actors can purchase the latest technology from this ecosystem or even contract with developers to launch attacks. This ecosystem provides a critical source of funding and resources for the development of the latest advanced malware technology, which has led to a pronounced increase in the proliferation of highly sophisticated cyber attacks.

Existing Security Solutions Are Not Architected For Next-Generation Threats

The evolving threat landscape has rendered traditional defenses incapable of protecting organizations against next-generation threats. The list below identifies the major security product categories available in the market today and their respective shortcomings in defending against next-generation threats.

- **Traditional firewall.** Firewalls regulate incoming and outgoing network traffic by limiting which internal and external systems can communicate with each other, and which ports and protocols can be used for those communications. Most attacks and subsequent malware communications tunnel over widely used port and protocol configurations, such as port 80 and HTTP, which organizations must allow through the firewall. Traditional firewalls were not designed to inspect the communications of the traffic itself, making them blind to the potentially malicious content being carried through network traffic that they are allowing into the organization. Also, since firewalls operate at the network perimeter, they are unable to block threats that have bypassed the perimeter and spread onto internal file shares or that have attempted to enter through a different vector of attack, such as through the email gateway.

- **Next-generation firewall.** Next-generation firewalls, or NGFWs, have recently been adopted by organizations to improve upon the capabilities of traditional firewalls. NGFWs add layers of policy rules based on users and applications. This allows administrators to selectively enable the use of certain applications and represents a major improvement in policy-oriented challenges faced by organizations. However, this approach does not address the inability of the firewall itself to intelligently process and inspect traffic to detect potentially malicious content.

- **Intrusion prevention system.** Intrusion prevention systems, or IPS, were developed to address the firewall’s visibility and granularity limitations. IPS products utilize a signature database of known threats and network vulnerabilities to scan for potentially malicious traffic, making them reactive and unable to look for exploits targeting unknown vulnerabilities. Furthermore, IPS offerings were originally built to detect and analyze network services-based attacks, rather than the client-side application attacks that have become the more popular target for cyber attackers. Everyday client applications being used by individuals, such as browsers, PDF readers and Flash plug-ins, rather than server applications, are the primary targets for advanced malware attacks. Because cyber attackers can disguise these client-side application attacks within multiple layers of application and network protocols, it is nearly impossible for IPS products, to examine the contents of the applications with any granularity.

- **Endpoint security.** Endpoint security products, like anti-virus, are commonplace in IT environments. As endpoint products rely purely on signatures, they are incapable of detecting next-generation threats.
that exploit new vulnerabilities in commercial software. The endpoint approach forces organizations to wait as long as a few months before known attacks are forensically examined and the appropriate signatures are propagated through the distribution network. In addition, even if endpoint providers are technically able to prepare signatures quickly, they will often delay the dissemination of signature updates to avoid creating liability for themselves if their signature is faulty and inadvertently causes damage to an organization. Furthermore, whitelisting approaches, which are used to tag trusted applications, are vulnerable because approved applications or servers running on whitelisted IP addresses can be infiltrated by threat actors and become conduits for next-generation threats.

- **Web filters.** These appliances provide Web filtering and Web browsing security, but rely on a constantly updated database of bad Website addresses when filtering traffic. Given the pace of change of domains and URLs and the transient nature of the Web, these signatures have become outdated and less relevant for organizations.

**Protecting Today’s IT Infrastructure Requires a Fundamentally Different Approach to Security**

The rapid and unprecedented escalation in the complexity and scale of next-generation threats has made traditional IT security products almost powerless in their ability to defend the world’s organizations from the advanced persistent threat actors that are developing them. Any solution that could effectively address these threats would have to be built from the ground up and include the following key capabilities:

- **Detection and protection capability that overcomes limitations of signature-based approaches.** Being able to defend against next-generation threats is now the most critical aspect of any IT security strategy. Central to defending against these threats is a solution that is capable of identifying unknown threats without relying on a signature database and dynamically blocking any exfiltration of sensitive data outside the organization.

- **The ability to protect the infrastructure across multiple threat vectors.** Today’s most sophisticated attacks target all parts of the IT infrastructure across threat vectors—which may appear benign in one threat vector may be nefarious when combined with threat data from other threat vectors. To achieve adequate levels of security, IT security administrators must put solutions in place that cover Web, email and file systems, which are the three primary ways in which organizations exchange and store information.

- **Visibility into each stage of the attack life cycle and particularly the ability to detect and block attacks at the exploit phase.** Given the complexity of next-generation threats today, it is critical to have visibility into any and all phases of an attack lifecycle for any given threat. The initial exploit is extremely difficult to detect because it is stealthy, can be delivered through tiny bits of code and resides within memory as opposed to within a file on the hard drive. It is paramount that any solution be able to detect and block this initial exploit, because once the exploit has penetrated a system, a beachhead has been established allowing for the payload to be delivered and the attack to be carried out. To effectively detect the exploit phase, it is important to have visibility from the network layer to the operating system to applications, browsers, files and plug-ins. Also, subsequent stages of the attack can then be obfuscated, such as through the encryption of a piece of malware that is downloaded onto a host site. It is also important for this platform to be aware of any process that may represent one of the other stages of an attack lifecycle, as advanced malware can lie dormant but then over time attempt to call back to criminal servers, or be introduced to the network from portable devices like USB drives.

- **Negligible false-positive rates, thereby allowing the organization’s IT infrastructure to be secure without hindering business productivity.** An effective solution must deliver a high degree of detection accuracy and minimize the amount of manual intervention required to “tune” the system.

- **The ability to scan all relevant traffic without degrading network performance.** An effective solution must be able to block threats as effectively as it detects them. As a result, such a solution must have the ability to operate in the line of network traffic without introducing additional latency in the network.
order to do so, a platform must be capable of accurately detecting malicious threats while exhibiting performance capabilities that scale with today’s ever-increasing network throughput requirements.

- **The ability to dynamically leverage knowledge gained by prior threat analysis.** An effective solution needs to learn rapidly from previously identified threats, as they occur in real time, and automatically assemble and distribute this intelligence to other devices locally and across a global threat intelligence network.

- **Rapid deployment and streamlined management capabilities.** The majority of existing enterprise-grade security solutions require extensive resources to deploy and operate, often taking weeks to properly install. They also require significant time from IT teams for ongoing configuration and maintenance of the overall solution offering. Security appliances need to deliver faster time to value through rapid deployment with minimal human intervention, as well as simplified and intuitive management capabilities.

### Our Solution

We have invented a purpose-built, virtual machine-based security platform that provides real-time protection to enterprises and governments against the next generation of cyber attacks. Our technology platform, built on our proprietary MVX engine, is able to identify and protect against known and unknown threats without relying on existing signature-based technologies employed by legacy IT security vendors and best-of-breed point solution vendors. The key benefits of our solution include:

- **Proprietary MVX engine to enable dynamic, real-time protection against next-generation threats.** Our appliance combines dynamic threat intelligence with our proprietary virtual execution engine to analyze network traffic in real time. Our proprietary virtual execution engine is able to capture, analyze, execute, identify and report on next-generation threats. Because our hypervisor, or software that creates and runs virtual machines, resides below the operating system, we are able to detect attacks throughout the protocol stack from the network layer to the operating system, to files, applications, browsers and plug-ins. By executing the potential threat in a virtual environment created by our MVX engine, our appliance can accurately determine if the behavior exhibited by the software is malicious before it enters the network. Each virtual machine has the unique ability to test hundreds of different applications and a complete set of all versions of those applications, Web objects and attachment types. It also has the ability to mimic hundreds of different potential customer operating system environments and versions. Our MVX engine has the ability to run numerous virtual machines per appliance, which can run hundreds of permutations of attacks across three primary vectors (Web, email and file) and all stages of the attack life cycle. Our platform can support thousands of virtual machines across multiple appliances within an organization. Finally, our global intelligence network, in concert with our CMS system, coordinates and correlates all of this Dynamic Threat Intelligence, or DTI, information at both an enterprise and global level. We believe this ability to process millions of data points and find the “needle in the haystack,” or the set of potentially malicious threats, is a significant achievement in the field of computer science and represents a foundational competitive advantage.

- **Defense across primary vectors of attack.** Our broad product portfolio includes software-based appliances to protect against Web and email threat vectors as well as malware resident on file shares. Each of these appliance families interoperate seamlessly with one another and also can be managed centrally, enabling the real-time sharing and correlation of information across all of the appliances within a customer’s infrastructure. By deploying our products across all vectors of attack, we provide not only the broadest level of protection for our customers but also utilize the coordinated DTI across all three vectors to further enhance our overall efficacy rates, since many advanced cyber attacks, such as blended attacks, infiltrate the organization through more than one vector.

- **Visibility of each stage of the attack life cycle and particularly the ability to detect and block attacks at the exploit phase.** Our platform enables a comprehensive, stage-by-stage analysis of next-generation threats, from initial system exploitation to data exfiltration. Because our virtual execution engine can
detonate all suspicious traffic flowing through the network, we virtually execute all of the flows of an attack, enabling us to play out the execution path of a piece of malware over a prolonged period of time and uncover, for example, any attempts to call back to a command and control server. Furthermore, because we can watch the execution path of the initial exploit with a high degree of granularity, we have high detection accuracy at the exploit level. Next-generation threats often encrypt the malware they download, making virtual execution impossible unless it has been monitored at the exploit phase. In the exploit phase, our appliance collects the encryption key necessary to properly execute the program in a virtual environment. We are also able to detect threats by running the exploit, not just the malware, through our virtual execution engine, which provides greater defense efficacy since we have an additional point at which we can detect suspicious behavior.

- **High efficacy next-generation threat detection.** When evaluating a potential threat, our proprietary virtual execution engine mimics multiple production environments simultaneously, causing the potential malicious software to reveal itself by executing in what appears to be a real machine. We can address the hundreds of permutations of software environment targeted by advanced malware attacks by concurrently deploying thousands of virtual machines across an organization’s network, allowing us to monitor attempted exploits of multiple operating system and application versions and hundreds of object types at line speed. This approach allows for high detection efficacy with negligible false-positive rates, resulting in minimal disruption to the business and IT organization.

- **Real-time detection across all network traffic with negligible performance degradation.** All of our appliances are capable of operating in-line, providing comprehensive and highly accurate detection and protection without slowing down the network. We accomplish this by deploying a scalable technology architecture that processes traffic through our proprietary anomaly detection and associated heuristic algorithms before the virtual machine step. As a result, we end up only sending a fraction of the original network traffic to be processed by our virtual machine technology. Furthermore, our DTI cloud provides significant intelligence on next-generation threats that are already known, enabling us to confidently block certain traffic that we have already previously identified, further reducing the load on our virtual machine technology. Finally, our proprietary technology enables us to process the remaining traffic in a scalable fashion, generating hundreds of potential virtual machines in any given second for each appliance. Our high performance virtual machine technology, working in concert with our cloud services and advanced heuristic algorithms, enables us to deliver industry-leading protection against next-generation threats while scaling with our customers’ network throughput requirements.

- **Global cloud-based data sharing within and across organizations.** Our CMS correlates threat information that is being generated by our software-based appliances and facilitates rapid sharing of information at a local implementation level and also across the organization. In addition, by sharing anonymous real-time global threat data through our DTI cloud, our customers have access to a system that leverages the network effects of a globally distributed, automated threat analysis network. By combining our MVX engine with our DTI cloud, our platform is able to increase performance while providing robust and comprehensive threat protection.

- **Rapid deployment and rich centralized management capabilities.** Our MPS appliances are easy to integrate and deploy with minimal modification to existing networks, devices or configurations. Our solution is generally deployed in a few hours and most often finds existing next-generation threats immediately after deployment. Our CMS appliances offer rich management capabilities, such as coordinating software upgrades, automating the configuration of multiple appliances and presenting security data in an intuitive interface to facilitate reporting and auditing. By designing our solutions to be easy to deploy and manage, we enable our customers to shorten the time to value for our products.

**Our Market Opportunity**

According to IDC, worldwide IT security spending in 2013 will be approximately $17.9 billion across firewalls, virtual private networking, Web security, unified threat management, intrusion detection and
prevention, messaging security and corporate endpoint security. While this spending is focused principally on traditional IT security products, we believe the rise in next-generation threats is creating significant new demand from organizations for products that offer advanced protection against this new threat paradigm. Gartner, Inc., a global market research firm, estimates that by 2020, 75% of enterprises’ information security budgets will be allocated for rapid detection and response approaches, up from less than 10% in 2012. 3

Our technology approach represents a paradigm shift from how IT security has been conducted since the earliest days of the information technology industry. We believe it will be a critical imperative for organizations worldwide to invest in new solutions that protect their IT infrastructure from next-generation threats. We believe our platform is essential to protect these organizations against next-generation threats. As such, we believe that this approach will take an increasing share of IT security spending from traditional enterprise IT security markets. Specifically, we believe this approach can be applied to initially supplement, and ultimately replace, any threat protection technology that utilizes a traditional signature-based approach. These markets consist of Web security ($2.4 billion), messaging security ($2.9 billion), intrusion detection and prevention ($2.1 billion) and corporate endpoint security ($4.2 billion), and aggregate to a total projected spending of $11.6 billion in 2013, in each case according to IDC.

Our Competitive Strengths

We believe we are the leader in protecting enterprises and governments against advanced cyber attacks. We have developed the following key competitive advantages that we believe will allow us to maintain and extend our leadership position:

• **Leader in protecting organizations against the new breed of cyber attacks.** We are the inventor of and a leader in providing a virtual machine security approach to protect enterprises and governments against the next generation of cyber attacks. Given the significant potential cost and reputational damage to organizations that can arise from being vulnerable to next-generation threats, we believe that we have become a mission critical vendor to the most discerning customers in the world. This provides us with a strong leadership position, which allows us to attract top technical talent and brands us as the de-facto standard in a rapidly growing and increasingly important market.

• **Platform built from the ground up to address next-generation threats.** We were founded with the sole purpose of developing a platform to detect and block next-generation threats. To achieve this goal, we developed a proprietary hypervisor (i.e., software that creates and runs virtual machines) and MVX engine to meet the specific challenges associated with high throughput processing of next-generation threats. Our proprietary hypervisor, which is purpose built for security, allows us to achieve a significant level of accuracy and processing efficiency. Unlike recent attempts by others to process next-generation threats with “sandbox” approaches that use third-party hypervisors, our proprietary hypervisor technology allows us to make fundamental improvements and scale our technology to run several virtual machines on each appliance to simultaneously detect multiple threats. We have over one million virtual machines running across our customer environments. We can also embed strict, government-grade security defenses in our hypervisor to prevent the virtual machine itself from being compromised and also make the virtual environment indistinguishable from a real host environment. In addition, we can run hundreds of permutations of files, operating systems, software versions, languages and applications to mimic desktop operating environments and force malicious software to reveal itself. We have custom built our anomaly detector, which is now in its third generation, with a focus on helping to filter potentially suspicious data from benign traffic. This filtering allows most normal traffic to pass through and any other traffic to be executed in our virtual machine. While our virtual machine can ultimately process all traffic, using an anomaly detector helps to increase network throughput and limit the amount of traffic that requires virtual execution.

• **Network effects from our customer base and DTI cloud.** Our installed base of over 1,100 end-customers and over one million virtual machines across customer environments, allows our

3 See note (1) in “Market and Industry Data.”
network to have rich and broad set of dynamic threat protection data. By sharing this data with our global customer base, we are able to provide both a higher level of protection and higher performance compared to competitors. Because we are protecting many high-profile enterprise and government targets, we are the first to see the most advanced threats and attack techniques, often months or years before our competitors, and are therefore able to develop superior defensive countermeasures that continue to perpetuate our ability to provide the highest level of protection. Our close relationship with customers also allows us to develop insights and knowledge into how they use our products, which we are able to translate into platform enhancements. This relationship between customers and differentiated threat intelligence drives a network effect around our company, leading additional customers to be increasingly attracted to the depth and breadth of our capabilities and intelligence.

- **Strong management team with significant IT security expertise.** We have a highly experienced management team with extensive IT security expertise gained from past service in leading IT security and networking companies. Our Chief Executive Officer, David G. DeWalt, previously served as the Chief Executive Officer of McAfee and is also a member of the President’s National Security Telecommunications Advisory Committee. Our Founder, Chief Technology Officer and Chief Strategy Officer, Ashar Aziz, is an inventor on multiple patents in the areas of cryptography, network security and networking and is widely regarded as an IT security visionary. We believe that our management team and unique engineering talent places us at the leading edge of the IT security industry and positions us well to continue to lead the broader IT security industry to adopt our proprietary virtual machine-based approach.

- **Comprehensive platform that enables modular deployment options.** Our customers typically initially deploy our solution at one of the threat vectors that we protect, such as Web, email or file shares. Once deployed, our customers can then deploy additional appliances to protect the first threat vector, as well as expand their level of protection to additional vectors to achieve end-to-end protection for the primary vectors through which next-generation threats enter IT environments. Customers can also purchase our CMS appliances, which enhance the management of multiple appliances and the overall level of threat intelligence across appliances protecting different vectors. Our comprehensive multi-vector platform enables us to enter a customer network for a single use case and expand over time, allowing us to become a critical part of our customers’ security infrastructure and offering us significant revenue opportunities.

- **Significant technology lead.** Our technology is recognized as innovative and is protected by, among other things, a combination of copyright, trademark and trade secret laws; confidentiality procedures and contractual provisions; and a patent portfolio including five issued and 43 pending U.S. patents.

**Our Strategy**

We are the global leader in virtual machine-based security solutions that protect against next-generation threats. Our objective is to extend our global leadership by making virtual machine-based security the standard for how IT security is conducted across all categories of threat protection. The key elements of our strategy include:

- **Invest in research and development efforts to extend our technology leadership.** We plan to build upon our current performance and current technology leadership to enhance our product capabilities, such as protecting new threat vectors and providing focused solutions for certain markets, such as small and medium-sized enterprises and service providers. Moreover, we intend to deliver additional physical and virtual appliances to address the changing security needs of our customers as well as access new product markets and threat vectors.

- **Expand our sales organization to acquire new customers.** We intend to continue to invest in our sales organization to drive the efficient acquisition of new customers. In particular, we intend to significantly increase our investments in our international sales organizations as we pursue larger enterprise and government opportunities outside of the United States. As of June 30, 2013, we had grown our sales
organization to over 375 employees, including direct field and inside sales employees and sales support engineers.

• **Expand our channel relationships and develop our partner ecosystem.** We believe our channel serves a critical role in our direct-touch sales process, and we intend to continue to invest in our channel and partner ecosystem. In particular, we believe the role our channel partners play in international markets is vital to the sale of our products in those regions. We have established a channel program that, as of June 30, 2013, had approximately 400 channel partners worldwide. We work with many of the world’s leading IT security channel partners. We intend to continue adding and incentivizing our distributors and resellers to drive greater sales and enable further leverage for our internal sales organization. We may also develop OEM relationships as other providers of security, networking and application infrastructure products seek to enhance the security of their products by embedding our proprietary virtual machine-based technology.

• **Drive greater penetration into our customer base.** We believe our over 1,100 end-customers provide us a large market opportunity to drive incremental sales. Typically, customers initially deploy our platform to protect a portion of their IT infrastructure against one type of security threat, such as Web-based threats. We see a significant opportunity to upsell and cross sell additional products, subscriptions and services as our customers realize the increasing value of our platform. We often expand our presence within our customers’ IT infrastructures to cover a broader portion of their network, address additional threat vectors, such as email and file-based threats, and manage multiple appliances.

• **Leverage our innovative virtual machine technology in additional product markets.** We believe our patented virtual machine technology can serve as a foundational element for the next generation of IT security products. We intend to apply our purpose-built virtual machine security engine to additional security markets that can benefit from the real-time virtual execution of potentially malicious software. In particular, we believe our technology can apply to any threat-protection technology that utilizes a traditional signature-based approach, such as IPS, endpoint security and Web filters. We believe these additional solutions will be critical for organizations to adapt to the rapidly evolving threat landscape.

**Our Products and Services**

**Products**

• **Malware Protection System (MPS).** Our Malware Protection System, or MPS, is a vector-specific security appliance that provides next-generation threat protection for both inbound and outbound network traffic that may contain sensitive information. Our MPS portfolio of software-based appliances consists of the Web MPS, Email MPS and File MPS.

  • **Web MPS.** Our Web MPS appliances are deployed inline at enterprise Internet access points to analyze all Web traffic. Utilizing our MVX engine, the Web MPS identifies and blocks next-generation threats deeply embedded inside Web traffic, creates real-time protection descriptors from the identified threats, and captures potential outbound communication data from threats that may already be inside the network. Our MVX engine detects advanced attacks exploiting unknown vulnerabilities as well as malicious code embedded in common Web and multimedia content. Our MVX engine executes suspicious software against a range of browsers, plug-ins, applications, and operating environments that are instrumental in tracking malicious actions. As potential threats can sometimes enter the network via user devices and may have been resident in the network previously, our MVX engine also analyzes outbound traffic for threats that may attempt to extract sensitive information or enable control of devices within the network by communicating with servers.

  • **Email MPS.** The Email MPS detects and stops advanced attacks that exploit unknown OS, browser, and application vulnerabilities as well as malicious code embedded in email content.
Using our MVX engine, the Email MPS analyzes all email attachments, including all common file formats and archive formats. In particular, the Email MPS secures against spear phishing emails, which bypass traditional anti-spam and reputation-based technologies. Spear phishing is a common next-generation threat that is effectively a method used by cybercriminals for financial gain or to extract sensitive information. They attempt to do so by sending professionally disguised email to users hoping the users respond to what they believe are benign email communications. Our MVX engine actively executes, and is able to quickly identify, this malicious content.

- **File MPS.** Our File MPS appliance analyzes network file servers to detect and quarantine malicious software brought into the network by users within the organization through technologies, such as online file sharing and associated collaboration tools, which bypass traditional network solutions. The File MPS analyzes files using our MVX engine and detects malicious code embedded in common file types, including PDF, Microsoft Office documents, archived files, and multimedia content such as QuickTime and other video, audio and image files. The File MPS performs recursive, scheduled, and on-demand scanning of accessible network file servers to continuously identify and quarantine resident threats.

- **Central Management System (CMS).** Our Central Management System, or CMS, unifies reporting, configuration, and threat data sharing and manages the overall deployment of our MPS products. The CMS is used to distribute the dynamic descriptor content locally to each MPS appliance to provide real-time protection throughout our entire deployment. The CMS also provides cross-enterprise threat data correlation to identify and block blended attacks wherever they may occur in a large global enterprise. It also consolidates the management, reporting, and data sharing of threat data in an easy-to-deploy, network-based appliance. The CMS consolidates activities and improves organization-wide situational awareness with a unified security dashboard. The dashboard provides a real-time view of the number of infected systems and enables users to drill directly down to infection details.

- **Malware Analysis System (MAS).** Our Malware Analysis System, or MAS, provides powerful auto-configured test environments to allow forensics teams to manually execute and inspect advanced malware, zero-day, and other advanced cyber attacks embedded in files, email attachments, and Web objects. The MAS inspect single files or batches of files for malware and tracks outbound connection attempts across multiple protocols. In virtual execution mode, the MAS analyzes the execution path of a particular malware sample to generate a dynamic and anonymized profile that can be distributed to other FireEye appliances on the network. Malware attack profiles include identifiers of malware code, exploit URLs, and other sources of infections and attacks. To fully analyze the behavior of every unknown file, the MAS provides full malware life cycle analysis. While the MAS is not required for deployments, our larger customers typically purchase the product to enable advanced and deeper analysis of potential malicious software outside of the real-time traffic scanning done by our MPS appliances.

**Subscription and Services**

- **Subscription.** We offer the following cloud-based subscriptions as part of our platform:

  - **Dynamic Threat Intelligence Cloud (DTI).** Our Dynamic Threat Intelligence, or DTI, cloud interconnects the FireEye appliances deployed within customer networks, technology partner networks, and service providers around the world. Our global FireEye Malware Intelligence Lab team identifies emerging threats, collects threat samples, and replicates, reviews and characterizes attacks. Threat intelligence is also dynamically generated by each MVX engine to provide real-time forensics used to protect the local network and can be shared globally through our DTI cloud. We leverage the threat intelligence we conduct as well as the real-time analysis from our appliances to update our malware descriptors, attack definitions, scanning engines, and other security solution components. We can easily distribute these updates to customers through our
DTI cloud. Our DTI cloud provides a closed-loop system that leverages the network effects of a globally distributed, automated threat analysis network enabled by our MPS appliances. Customers are required to purchase either a one or three year DTI cloud subscription as part of their initial appliance purchase.

- **Email MPS Attachment/URL Engine.** Our Email MPS Attachment/URL engine analyzes email attachments and URLs embedded in emails for next-generation threats. Customers who purchase the Email MPS are also required to purchase a one or three year subscription to our Email MPS Attachment/URL engine.

**Support and Maintenance Services.**

- **Training and professional Services.** Like our subscription services, our support and maintenance contracts have terms of either one or three years.
  
  - **Customer support.** We offer technical support on our products and subscriptions to our customers. We provide multiple levels of support and have regional support centers located across the globe. Our service representatives work with customers to qualify and solve technical challenges encountered by our customers. In addition to post sales support activities, our support organization places emphasis on service readiness by coordinating with our product management team to ensure the attainment of defined pre-requisite quality levels for our products and services prior to release.

  - **Training and professional services.** We offer training services to our customers and channel partners through our training department and authorized training partners. For both our customers and our channel partners, these services are designed to provide education regarding implementation, use and functionality, and maintenance and support of our products. Specifically for our channel partners, we also provide training regarding how to manage all stages of our sales cycle. We also offer professional services to customers for large implementations where expert technical resources are required. Our professional services consultants help in the design of deployments of our products and work closely with customer engineers, managers and other project team members to implement our products according to design, utilizing network analysis tools, attack simulation software and scripts. We provide professional services directly to our customers, but also deliver these resources by enabling our authorized partners, who provide similar services to our customers.
Our products are designed to address security requirements for small-to-mid sized businesses, remote offices, large enterprises, governments and service providers. The table below presents an overview of the various FireEye appliance models and capabilities:

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<thead>
<tr>
<th>Product Category</th>
<th>Models / Types</th>
<th>Key Features</th>
<th>Subscriptions</th>
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<tbody>
<tr>
<td>Web</td>
<td>Web MPS 1310</td>
<td>1U Rack-mount</td>
<td>DTI</td>
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<tr>
<td>Web</td>
<td>Web MPS 2310</td>
<td>20Mbps to 1Gbps throughput</td>
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<td>100—10,000 end points</td>
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<td>Deep file analysis</td>
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<td>Anti-virus integration</td>
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<td>Broad file type support</td>
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<td>Management</td>
<td>CMS 4310</td>
<td>1U Rack-mount</td>
<td>DTI</td>
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<td>Management</td>
<td>CMS 7300</td>
<td>Appliance management</td>
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<td>Blended attack correlation</td>
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<td>SIEM Integration</td>
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<td>Quarantine storehouse</td>
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<td>Detailed reporting</td>
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<td>Analysis</td>
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<td>1U to 2U Rack-mount</td>
<td>DTI</td>
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<tr>
<td>Analysis</td>
<td>MAS 7300</td>
<td>Full threat lifecycle analysis</td>
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<tr>
<td>Analysis</td>
<td>MAS 8300</td>
<td>Sandbox and honeypot modes</td>
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<tr>
<td>Analysis</td>
<td></td>
<td>Broad file type support</td>
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The list price of our products range from $12,000 to $235,000 based on throughput and other performance requirements.

Our Technology

The key technologies underlying our platform have been built from the ground up to address next-generation threats. Our foundational technologies are: (i) line rate anomaly detection, (ii) proprietary MVX, (iii) exploit stage monitoring, (iv) cross correlation, and (v) evolved network security architecture. We have built our technology over nine years of research and development, and we believe it represents a significant competitive advantage for us.

**Custom Anomaly Detector.** Commercial anomaly detectors are common place in IT security. While such anomaly detectors are the foundation for IPS solutions, they generate a significant number of false positives, making their efficacy in detecting IT security threats challenging. We have custom built our anomaly detector with a focus on helping to filter potentially suspicious data from benign traffic. This filtering allows for most normal traffic to pass through and any other traffic to be executed in our virtual machine. While our virtual machine can ultimately process all traffic, using an anomaly detector helps to increase network throughput and limit the amount of traffic that requires virtual execution. We are constantly improving the efficacy of our anomaly detector as we discover new threats in our virtual machine. Our anomaly detector also receives updates from our DTI cloud in the attributes, or markers, it looks for when inspecting potentially suspicious data.
Uniquely, because the line rate anomaly detector is designed to feed suspicious flows to our MVX engine, it can focus on minimizing missed attacks by aggressively categorizing traffic as suspicious. Any potential false alerts in the output of this system are automatically weeded out by our MVX engine, which confirms whether a suspicious flow or object is malicious. Because we first identify suspicious flows with our line rate anomaly detector and then, through a separate process, use our MVX engine to determine whether such suspicious flows are malicious, our solution is able to achieve negligible false-positive rates and missed attacks, which are the desired results of the ideal detection engine.

**Proprietary MVX Engine.** Our appliances utilize a proprietary virtual execution engine to execute potentially suspicious software code. We have built our virtual execution engine to take advantage of advances in multi-core processing and run on many-core network processors. As we do not use a commercially available virtual machine, we are not encumbered by any incremental overhead beyond the execution of our environments and the detection of threats. We are also free to make modifications to the code base of our virtual execution engine, which our competitors are not able to do. Our virtual execution engine mimics operating systems and configurations of several user devices, including several popular operating systems, applications and Web browsers. Once the unknown software code is loaded into this environment, our engine monitors the software’s behavior. Using a proprietary behavior analysis technology, our appliances determine if the actions the code is taking in the virtual environment are malicious or benign. We have developed our MVX engine over the past 9 years to provide high performance next-generation threat protection while maintaining high threat detection efficacy, negligible false-positive rates, and minimal impact on network performance.

**Exploit Stage Monitoring.** Our appliances are able to monitor the full spectrum of data that enters the network. This allows visibility into all stages of an attack, including the exploit phase, where an attacker first compromises a program. The exploit object can be embedded in any piece of content, such as an ordinary Web page. This stage is invisible to legacy network security technologies that are focused on examining files and executables once they are written to the hard drive on a host computer. Next-generation threats often encrypt the malware file they download, making virtual execution impossible unless it has been monitored at the exploit phase. In the exploit phase, our appliance collects the encryption key necessary to properly execute the program in a virtual environment. We are also able to detect threats by running the exploit, not just the malware, through our virtual execution engine, which provides greater defense efficacy since we have an additional point at which we can detect suspicious behavior.

**Multi-Vector Cross Correlation.** Our MPS appliances, when deployed with the CMS appliance, communicate in real time on threat information as well as receive updates from our DTI cloud. This awareness allows our appliances, which are specific to threat vectors, to communicate threat data to each other in real time to prevent sophisticated multi-vector threats, particularly blended attacks. This cross-fertilization of traffic information enables our appliances to piece together seemingly benign components of a broader blended or multi-vector attack. Cross correlation requires MPS appliances that target different vectors and our CMS appliance work in concert.

**Evolved Network Security Architecture.** Our appliances are designed to operate as part of a comprehensive architecture to defend networks against next-generation threats. This allows appliances to be deployed at the right vectors and have visibility into the traffic streams necessary to detect and block next-generation threats. The ability to monitor all traffic and file stores is critical to detecting next-generation threats that will enter through multiple vectors and move laterally across the network. This is impossible for legacy network security providers to achieve with architectures that were built around traditional threats and file scanning and don’t have visibility into the traffic sources next-generation threats utilize during attacks.

As our MPS appliances are typically deployed inline with network traffic, they analyze traffic through the following four major phases.

- **Fast Path Blocking.** To maintain high network throughput and leverage known threat data, our MPS appliances utilize our proprietary database of threat intelligence as well as third-party threat data feeds.
to perform identification of known threats. If the traffic is identified as malicious, it is blocked immediately. If the traffic is not identified as malicious, it is passed to our custom anomaly detector. Threat intelligence includes behavioral information about the threat, versus a specific byte-by-byte fingerprint found with signatures. This helps us to guard against threats that can evolve over time.

- **Line Rate Anomaly Detection.** Traffic that is not blocked in our fast path blocking phase is passed to our proprietary anomaly detector. The anomaly detector is designed to identify any remotely suspicious network flows. We have custom built our anomaly detector to deliver high levels of accuracy while preventing any threats from being missed. If any suspicious attributes are detected, the flow is passed on to the virtual execution environment.

- **MVX Execution.** Through a pre-configured, instrumented virtual analysis environment, our MVX engine fully executes suspicious objects and flows to allow deep inspection of common file formats, email attachments, and Web objects. Newly discovered malware is installed and executed to completion within our MVX engine so that it is forensically analyzed, tracked and blocked. Analysis of malware is automated to create dynamic blocking of inbound attacks and its outbound transmissions.

- **Notification.** If a threat is identified in the virtual environment, the associated DTI gained in the process is shared with other FireEye appliances on the network through our CMS appliance and globally via our DTI cloud.

**Customers**

Our customer base has grown from approximately 190 customers at the end of 2010 to over 1,100 end-customers as of June 30, 2013 in more than 40 countries, including more than 100 of the Fortune 500. We provide products and subscriptions to customers of varying sizes, including enterprises, governmental agencies and educational and nonprofit organizations. Our customers include leading enterprises in a diverse set of industries, including telecommunications providers, financial services entities, Internet search engines, social networking sites, stock exchanges, electrical grid operators, networking vendors, oil and gas companies and leading U.S. and international governmental agencies. Our business is not dependent on any particular end-customer as no end-customer represented more than 10% of our revenue in 2011 or 2012 or the six months ended June 30, 2013. Accuvant, one of our resellers, accounted for approximately 10% of our revenue in 2011 and 2012. For the six months ended June 30, 2013, Accuvant and Fishnet Security, Inc., another of our resellers, accounted for approximately 11% and 10% of our revenue, respectively.

**Backlog**

Each order for services for multiple years is billed shortly after receipt of the order and is included in deferred revenue. The timing of revenue recognition for services may vary depending on the contractual service period or when the services are rendered. Products are shipped and billed shortly after receipt of an order. We do not believe that our product backlog at any particular time is meaningful because it is not necessarily indicative of future revenue in any given period, as such orders may be delayed. Additionally, the majority of our product revenue comes from orders that are received and shipped in the same quarter.

**Sales and Marketing**

**Sales.** Our sales organization consists of a direct sales team and channel partners who work in collaboration with our direct sales team to identify new sales prospects, sell products, subscriptions and services, and provide post-sale support. Our direct field sales team is responsible for securing enterprise and government accounts globally. Our direct inside sales organization is responsible for securing medium and smaller organizations that are focused on protecting key assets. We also recently built a strategic account management team to support and expand sales within our customer base. Our sales cycle varies by industry, but can last several months, although some deals close in only a few weeks given the typically shorter deployment time of our products as compared to traditional network security products. We also have a dedicated team focused on the channel, who work with our
direct sales organization to manage the relationships with our channel partners and work with our channel partners in winning and supporting customers. We believe this direct-touch sales approach allows us to leverage the benefits of the channel as well as maintain face-to-face connectivity with our customers, including key enterprise accounts. We expect to continue to grow our sales headcount in all markets, particularly in countries where we currently do not have a direct sales presence. In our most recent quarter, nearly a third of our engagements with prospects have been led by channel partners.

Our sales organization is supported by sales engineers with deep technical domain expertise who are responsible for pre-sales technical support, solutions engineering for our customers, proof of concept work and technical training for our channel partners. We believe that, by providing a proof of concept to potential customers, we are able to contrast the effectiveness of our platform versus our competitors in identifying suspicious and potentially malicious software code in their actual IT environments. Our sales engineers also act as the liaison between customers and our marketing and product development organizations.

Marketing. Our marketing is focused on building our brand reputation and the market awareness of our platform, driving customer demand and a strong sales pipeline, and working with our channel partners around the globe. Our marketing team consists primarily of corporate marketing, channel marketing, account/lead development, operations, and corporate communications. Marketing activities include demand generation, advertising, managing our corporate Website and partner portal, trade shows and conferences, press and analyst relations, and customer awareness. We are also actively engaged in driving global thought leadership programs through blogs and media and developing rich content such as the global cyber maps and report released in the second quarter of 2013. In 2011, we started releasing a semi-annual threat report, called FireEye Advanced Threat Report, the industry’s first report exclusively focused on the next-generation threat landscape.

Technology Alliance Partners

Given our role in our customer networks, we maintain a large technology alliance network with other enterprise technology vendors. These vendors include service providers and consulting firms, managed security service providers, network appliance vendors, enterprise hardware manufacturers, enterprise infrastructure software vendors, and threat intelligence firms. The list below contains a representative subset of our broader technology alliance network:

- Network Monitoring vendors, including Gigamon, Solera Networks (acquired by Blue Coat Systems, Inc. in May 2013) and VSS Monitoring (acquired by Danaher Corporation in June 2012);
- Security Information & Event Management vendors, including RSA, a subsidiary of EMC, ArcSight, a subsidiary of HP, and Q1 Labs, a subsidiary of IBM, and Splunk;
- Network Equipment vendors, including Blue Coat and Juniper Networks;
- Forensic software vendors, including Guidance Software; and
- Web Application Firewall vendors, including Imperva.

Government Affairs

We maintain relationships with several governments around the globe. Our thought leadership in protection against next-generation threats has helped to shape the legislative, regulatory and policy environment to better enhance these governments’ individual and collective cyber posture. As part of this effort, we contribute to the evolving standard-making processes and help define best practices in various jurisdictions. We also identify future needs and requirements and develop technologies in concert with government entities. In the United States, David G. DeWalt, our Chief Executive Officer, is a member of President Obama’s National Security Telecommunications Advisory Committee, which provides recommendations to the President on how to
assure vital telecommunications links through any event or crisis, and help the nation maintain a reliable, secure and resilient national communications posture. In addition, we are a member of the Information Technology Sector Coordination Council, which is the primary vehicle for providing sector input to the United States Government on information technology related critical infrastructure protection public policy issues. Through these and related activities, we engage on the front lines of the threat landscape and use that knowledge and insight to improve the efficacy of our solutions.

Manufacturing

The manufacturing of our security products is outsourced to a single third-party contract manufacturer. This approach allows us to reduce our costs as it reduces our manufacturing overhead and inventory and also allows us to adjust more quickly to changing customer demand. Our manufacturing partner assembles our products using design specifications, quality assurance programs, and standards that we establish, and it procures components and assembles our products based on our demand forecasts. These forecasts represent our estimates of future demand for our products based upon historical trends and analysis from our sales and product management functions as adjusted for overall market conditions.

Our current manufacturer is AMAX Information Technologies, or AMAX. We have entered into a written agreement with AMAX pursuant to which AMAX manufactures our security products. This agreement has an initial term of one year, which is automatically renewed for subsequent one-year terms, unless either party gives written notice to terminate to the other party not less than 60 days prior to the last day of the applicable term. Additionally, this agreement may be terminated if either party is in material breach and the breaching party fails to cure within 20 days of written notice of the breach (or within five days of written notice of failure to pay any invoice or satisfy any other payment obligation).

We are in the process of transitioning all of our manufacturing from AMAX to Flextronics Telecom Systems, Ltd., or Flextronics. We have entered into a written agreement with Flextronics pursuant to which Flextronics will manufacture, assemble, and test our security products and provide design services. This agreement does not have any minimum purchase commitments and has an initial term of one year, which is automatically renewed for one-year terms, unless either party gives written notice to the other party not less than 90 days prior to the last day of the applicable term. Additionally, this agreement may be terminated by either party (i) with advance written notice provided to the other party, subject to certain notice period limitations, or (ii) with written notice, subject to applicable cure periods, if the other party has materially breached its obligations under the agreement.

Research and Development

We invest substantial resources in research and development to enhance our virtual execution engine, build add-on functionality and improve our core technology. We believe that both hardware and software are critical to expanding our leadership in the security industry. Our engineering team has deep networking and security expertise and works closely with customers to identify their current and future needs. In addition to our focus on hardware and software, our research and development team is focused on research into next-generation threats, which is required to respond to the rapidly changing threat landscape.

Research and development expense totaled $5.3 million, $7.3 million and $16.5 million for 2010, 2011 and 2012, respectively, and $5.6 million and $24.1 million for the six months ended June 30, 2012 and 2013, respectively. We plan to continue to significantly invest in resources to conduct our research and development effort.

Competition

We operate in the intensely competitive IT security market that is characterized by constant change and innovation. Changes in the threat landscape and broader IT infrastructures result in evolving customer
requirements for the protection from next-generation threats. Several vendors have both recently introduced new products to compete with our solutions and are incorporating features to compete with our products. Our current and potential future competitors fall into five general categories:

- large networking vendors such as Cisco and Juniper that may emulate or integrate features similar to ours into their own products;
- large companies such as Intel, IBM and HP that have acquired large IT security specialist vendors in recent years and have the technical and financial resources to bring competitive solutions to the market;
- independent security vendors such as Sourcefire (which recently announced its pending acquisition by Cisco), Palo Alto Networks and Trend Micro that offer products that claim to perform similar functions to our platform;
- small and large companies that offer point solutions that compete with some of the features present in our platform; and
- providers of traditional IT security solutions, such as Symantec, that we may compete with in the future.

As our market grows and new IT budgets are created to support next-generation threat protection, it will attract more highly specialized vendors as well as larger vendors that may continue to acquire or bundle their products more effectively.

The principal competitive factors in our market include:

- ability to detect next-generation threats by overcoming the limitations of signature-based approaches;
- efficacy of the virtual machine technology in terms of detecting the maximum number of threats;
- scalability, throughput and overall performance of the virtual machine technology;
- visibility into all stages of an attack, especially the exploit phase;
- ability to achieve low false-positive rates;
- breadth and richness of the shared threat data the appliances have access to;
- ability to process all data entering a network on premise;
- brand awareness and reputation;
- strength of sales and marketing efforts;
- product extensibility and ability to integrate with other technology infrastructures; and
- price and total cost of ownership.

We believe we compete favorably with our competitors on the basis of these factors as a result of the features and performance of our platform, the ease of integration of our products with technological infrastructures, and the relatively low total cost of ownership of our products. However, many of our competitors have substantially greater financial, technical and other resources, greater name recognition, larger sales and marketing budgets, deeper customer relationships, broader distribution, and larger and more mature intellectual property portfolios.

**Intellectual Property**

Our success depends in part upon our ability to protect our core technology and intellectual property. We rely on, among other things, patents, trademarks, copyrights and trade secret laws, confidentiality safeguards and procedures, and employee non-disclosure and invention assignment agreements to protect our intellectual property rights. We have five U.S. issued patents and 43 patent applications pending in the United States. Under the Patent Cooperation Treaty, we have three pending applications. Our issued patents expire between 2025 and 2030. We cannot assure you whether any of our patent applications will result in the issuance of a patent or
whether the examination process will result in patents of valuable breadth or applicability. In addition, any patents that may issue may be contested, circumvented, found unenforceable or invalidated, and we may not be able to prevent third parties from infringing them. We also license software from third parties for integration into our products, including open source software and other software available on commercially reasonable terms.

We control access to and use of our proprietary software, technology and other proprietary information through the use of internal and external controls, including contractual protections with employees, contractors, end-customers and partners, and our software is protected by U.S. and international copyright, patent and trade secret laws. Despite our efforts to protect our software, technology and other proprietary information, unauthorized parties may still copy or otherwise obtain and use our software, technology and other proprietary information. In addition, we intend to expand our international operations, and effective patent, copyright, trademark, and trade secret protection may not be available or may be limited in foreign countries.

Our industry is characterized by the existence of a large number of patents and frequent claims and related litigation regarding patent and other intellectual property rights. If we become more successful, we believe that competitors will be more likely to try to develop products that are similar to ours and that may infringe our proprietary rights. It may also be more likely that competitors or other third parties will claim that our products infringe their proprietary rights. In particular, large and established companies in the IT security industry have extensive patent portfolios and are regularly involved in both offensive and defensive litigation. From time-to-time, third parties, including certain of these large companies and non-practicing entities, may assert patent, copyright, trademark, and other intellectual property rights against us, our channel partners, or our end-customers, whom our standard license and other agreements obligate us to indemnify against such claims. Successful claims of infringement by a third party, if any, could prevent us from distributing certain products or performing certain services, require us to expend time and money to develop non-infringing solutions, or force us to pay substantial damages (including, in the United States, treble damages if we are found to have willfully infringed patents), royalties or other fees. We cannot assure you that we do not currently infringe, or that we will not in the future infringe, upon any third-party patents or other proprietary rights. For example, we are currently a party to claims alleging, among other things, patent infringement, which are in the early stages of litigation. See “Risk Factors—Risks Related to Our Business and Our Industry—Claims by others that we infringe their proprietary technology or other rights could harm our business” for additional information.

Employees

As of June 30, 2013, we had 932 full-time employees. None of our employees is represented by a labor organization or is a party to any collective bargaining arrangement. We have never had a work stoppage, and we consider our relationship with our employees to be good.

Facilities

We currently lease approximately 118,000 square feet of space for our corporate headquarters in Milpitas, California under lease agreements that expire through 2017. We maintain additional offices throughout the United States and various international locations, including Australia, Dubai, India, Ireland, Japan, Korea, Singapore, Taiwan, Turkey and the United Kingdom. We believe that our current facilities are adequate to meet our ongoing needs, and that, if we require additional space, we will be able to obtain additional facilities on commercially reasonable terms.

Legal Proceedings

We are a party to litigation and subject to claims incident to the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, we currently believe that the final outcome of these matters will not have a material adverse effect on our business. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.
MANAGEMENT

Executive Officers and Directors

The following table provides information regarding our executive officers and directors:

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<thead>
<tr>
<th>Name</th>
<th>Age</th>
<th>Position(s)</th>
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<tbody>
<tr>
<td>David G. DeWalt</td>
<td>49</td>
<td>Chief Executive Officer and Chairman of the Board</td>
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<tr>
<td>Ashar Aziz</td>
<td>54</td>
<td>Founder, Chief Technology Officer, Chief Strategy Officer and Vice Chairman of the Board</td>
</tr>
<tr>
<td>Michael J. Sheridan</td>
<td>48</td>
<td>Senior Vice President and Chief Financial Officer</td>
</tr>
<tr>
<td>Alexa King</td>
<td>45</td>
<td>Senior Vice President, General Counsel and Secretary</td>
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<tr>
<td>Jeffrey C. Williams</td>
<td>46</td>
<td>Senior Vice President, Sales</td>
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<tr>
<td>Bahman Mahbod</td>
<td>54</td>
<td>Senior Vice President, Engineering</td>
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<tr>
<td>Ronald E. F. Codd</td>
<td>57</td>
<td>Director</td>
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<tr>
<td>William M. Coughran Jr.</td>
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<td>Gaurav Garg</td>
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<td>Promod Haque</td>
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<tr>
<td>Robert F. Lentz</td>
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<td>Director</td>
</tr>
<tr>
<td>Enrique Salem</td>
<td>47</td>
<td>Director</td>
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(1) Member of our audit committee.
(2) Member of our nominating and corporate governance committee.
(3) Member of our compensation committee.

Executive Officers

David G. DeWalt has served as our Chief Executive Officer since November 2012 and has served as our Chairman of the Board since May 2012. Prior to joining FireEye, Mr. DeWalt served as President, Chief Executive Officer and director of McAfee, Inc., a provider of antivirus software and intrusion prevention solutions, from April 2007 until February 2011 when McAfee was acquired by Intel Corporation. Mr. DeWalt served as President of McAfee, a wholly-owned subsidiary of Intel, from February 2011 to August 2011. From December 2003 to March 2007, Mr. DeWalt held various positions at EMC Corporation, a developer and provider of information infrastructure technology and solutions, including Executive Vice President, EMC Software Group and President of EMC’s Documentum and Legato Software divisions. Prior to joining EMC, Mr. DeWalt served as President and Chief Executive Officer of Documentum, Inc. from July 2001 to December 2003, Executive Vice President and Chief Operating Officer of Documentum from October 2000 to July 2001 and Executive Vice President and General Manager, eBusiness Unit, of Documentum from August 1999 to October 2000. Mr. DeWalt has served on the board of directors of Delta Air Lines, Inc. since November 2011. Mr. DeWalt served on the board of directors of Polycom, Inc. from November 2005 to May 2013 and as its Chairman of the Board from May 2010 to May 2013 and served on the board of directors of Jive Software, Inc. from February 2011 to April 2013. Mr. DeWalt holds a B.S. in Computer Science from the University of Delaware. Our board of directors believes that Mr. DeWalt possesses specific attributes that qualify him to serve as a director, including the perspective and experience he brings as our Chief Executive Officer and his extensive senior management expertise in the network security industry.

Ashar Aziz founded FireEye in 2004 and served as our Chief Executive Officer until November 2012. He has served as our Vice Chairman of the Board, Chief Technology Officer and Chief Strategy Officer since
November 2012 and as a member of our board of directors since February 2004. Prior to FireEye, Mr. Aziz founded Terraspring, Inc., a data center automation and virtualization company acquired by Sun Microsystems, Inc., in November 2002 and served as Chief Technology Officer of its N1 program until October 2003. Prior to Terraspring, Inc., Mr. Aziz spent 12 years at Sun Microsystems as a distinguished engineer focused on networking and network security. Mr. Aziz holds an S.B. in Electrical Engineering and Computer Science from Massachusetts Institute of Technology and an M.S. in Electrical Engineering and Computer Science from the University of California, Berkeley, where he received the U.C. Regents Fellowship. Our board of directors believes that Mr. Aziz possesses specific attributes that qualify him to serve as a director, including the perspective and experience he brings as our founder and former Chief Executive Officer and as one of our largest stockholders, as well as his extensive experience with technology companies.

**Michael J. Sheridan** has served as our Senior Vice President and Chief Financial Officer since June 2011. Prior to joining FireEye, Mr. Sheridan was Chief Financial Officer at Mimosa Systems, Inc., a provider of enterprise content archiving systems, from 2009 until its acquisition by Iron Mountain, Inc. in 2010. Prior to Mimosa Systems, Inc., Mr. Sheridan was Chief Financial Officer of Playlist, Inc., a social media and Internet company, from 2008 to 2009, Facebook Inc., a social media and Internet company, from 2006 to 2007, IGN Entertainment, Inc., a media and entertainment company (acquired by News Corporation in 2005), from 2004 to 2006, and SonicWALL, Inc., a network security and data protection company, from 1999 to 2003. Mr. Sheridan received a B.S. in Commerce from Santa Clara University.

**Alexa King** has served as our Senior Vice President, General Counsel and Secretary since April 2012. Prior to joining FireEye, Ms. King was Vice President, General Counsel and Secretary of Aruba Networks, Inc., a provider of enterprise wireless network software and hardware from December 2005 to April 2012. From 2000 to 2005, Ms. King served as Senior Director of Legal at Siebel Systems, Inc. a software company, and her early career included working at Pillsbury Madison & Sutro (now Pillsbury Winthrop) and Fenwick & West. Additionally, Ms. King served as founding director of Pathbrite, Inc. (f/k/a RippleSend, Inc.) from 2008 to 2009 and as advisor from 2009 to 2011. Ms. King graduated magna cum laude from Harvard College with a degree in Eastern European Studies and received her J.D. from the University of California, Berkeley, Boalt Hall School of Law, where she was named to the Order of the Coif.

**Jeffrey C. Williams** has served as our Senior Vice President, Sales since March 2010. He also served as a member of our advisory board from April 2006 to February 2010. Prior to joining FireEye, Mr. Williams was vice president of sales at Cisco Systems, Inc., a technology manufacturing and sales company, from April 2006 to January 2010. Prior to Cisco Systems, Mr. Williams managed sales for IronPort Systems, Inc. prior to its acquisition by Cisco Systems in June 2007. Prior to IronPort, Mr. Williams was Vice President of Sales at IntruVert Networks, Inc., a next-generation IPS company which was acquired by McAfee, from February 2002 to April 2003. Prior to IntruVert Networks, Mr. Williams was Vice President of Sales of Abeona Networks, Inc. from January 2001 to January 2002 and at GlobalCenter Inc., which was acquired by Exodus Communications, from February 1990 to January 2001. Additionally, Mr. Williams served on the board of directors of Meraki, Inc. from 2010 until its acquisition by Cisco Systems in 2012. He holds a B.S. in Marketing from California State University, Chico.

**Bahman Mahbod** has served as our Senior Vice President, Engineering since February 2012, and as our Vice President of Engineering and Security Research from October 2007 to February 2012. Prior to joining FireEye, Mr. Mahbod served as Head of Server Engineering, Quality Assurance and Technical Publications at Gemini Mobile Technologies, Inc., a provider of infrastructure and mobile messaging software, from 2005 to 2007 and Vice President of Engineering, Network Operations and Client Services at FaceTime Communications (now Actiance), a provider of extensible real-time security and management solutions, from 1999 to 2005. Prior to that, Mr. Mahbod held various leadership positions at IBM Corporation, Sybase, Inc., Vantive Inc. and Bell-Northern Research Co. Mr. Mahbod holds a B.S. in Computer Science from the University of California, Santa Barbara.
Non-Employee Directors

Ronald E. F. Codd has served as a member of our board of directors since July 2012. Mr. Codd has been an independent business consultant since April 2002. From January 1999 to April 2002, Mr. Codd served as President, Chief Executive Officer and a director of Momentum Business Applications, Inc., an enterprise software company. From September 1991 to December 1998, Mr. Codd served as Senior Vice President of Finance and Administration and Chief Financial Officer of PeopleSoft, Inc., a provider of human resource management systems. Mr. Codd has served on the board of directors of ServiceNow, Inc. since February 2012 and presently serves on the board of directors of three other private companies: DROBO, Inc., Rocket Fuel Inc., and Veeva Systems, Inc. Additionally, Mr. Codd previously served on the boards of directors of numerous information technology companies, including most recently DemandTec, Inc., Interwoven, Inc. and Data Domain, Inc. Mr. Codd holds a B.S. in Accounting from the University of California, Berkeley and an M.M. in Finance and M.I.S. from the Kellogg Graduate School of Management at Northwestern University. Our board of directors believes that Mr. Codd possesses specific attributes that qualify him to serve as a director, including his extensive management and software industry experience, and his experience in finance.

William M. Coughran Jr. has served as a member of our board of directors since July 2012. Mr. Coughran has been a member of Sequoia Capital, a venture capital firm, since October 2011. He currently serves on the board of directors of multiple private companies, and he served on the board of directors of Clearwell Systems, Inc. from March 2005 to June 2011, when it was acquired by Symantec, Inc. Prior to joining Sequoia Capital, Mr. Coughran held a number of roles at Google Inc. from April 2003 to September 2011, including Senior Vice President of Engineering. At Google, he was responsible for security efforts as well as serving on the executive committee and as an advisor to the founders and Eric Schmidt. Prior to Google, Mr. Coughran co-founded Entrisphere, Inc., a telecom equipment vendor, and served as its initial Chief Executive Officer and in other roles from November 1999 to December 2002. From 1980 to 1999, Mr. Coughran held a number of roles at Bell Labs, Inc. (originally part of AT&T, Inc. and then Lucent Technologies, Inc.), including vice president of the Computing Sciences Research Center, known for key developments in operating and distributed systems as well as early work in networked computer security. Mr. Coughran has held adjunct and visiting faculty roles at Stanford University, Duke University, and ETH Zürich. Mr. Coughran has a B.S. and M.S. in Mathematics from California Institute of Technology and an M.S. and Ph.D. in Computer Science from Stanford University. Our board of directors believes that Mr. Coughran possesses specific attributes that qualify him to serve as a director, including his extensive experience with technology companies and his experience as an investment professional.

Gaurav Garg has served as a member of our board of directors since September 2004. Mr. Garg co-founded and has been a managing member of Wing Venture Partners, a venture capital firm, since June 2013. He has served on the board of directors of Ruckus Wireless, Inc. since August 2002. Mr. Garg also currently serves on the board of directors of a number of privately held technology companies, including MobileIron and Jasper Wireless. From May 2001 to June 2010, Mr. Garg was a non-managing member at Sequoia Capital, a venture capital firm. Prior to joining Sequoia Capital, Mr. Garg was a founder, board member and Senior Vice President of Product Management at Redback Networks, Inc., a telecommunications equipment company acquired by Ericsson, Inc. in 2007. Prior to Redback Networks, Mr. Garg held various engineering positions at SynOptics Communications, Inc. and Bay Networks, Inc., both computer network equipment vendors. Mr. Garg holds a B.S. and M.S. in Electrical Engineering and a B.S. in Computer Science, all from Washington University in St. Louis. Our board of directors believes that Mr. Garg possesses specific attributes that qualify him to serve as a director, including his extensive experience with technology and networking companies as an investment professional, board member, company founder, and senior executive.

Promod Haque has served as a member of our board of directors since March 2005. Mr. Haque has been a managing partner of Norwest Venture Partners, a venture capital firm, since 1990 and currently serves as senior managing partner. He has served on the board of directors of Cyan, Inc. since April 2007. Mr. Haque also currently serves on the boards of directors of several privately held companies, including Apigee, Inc., PCH International, Inc. and Virtela Technology Services Inc., and previously served on the board of directors of Persistent Systems Limited from November 2005 to November 2010, and as Chairman of the Board of Veraz.
Networks, Inc., a provider of application, control and bandwidth optimization solutions, from July 2001 until October 2010, when it merged with Dialogic Corporation. Mr. Haque holds a B.S. in Electrical Engineering from the University of Delhi, India, an M.B.A. from the Kellogg Graduate School of Management at Northwestern University, and a Ph.D. in Electrical Engineering from Northwestern University. Our board of directors believes that Mr. Haque possesses specific attributes that qualify him to serve as a director, including his substantial experience as an investment professional and his extensive experience with technology and networking companies.

**Robert F. Lentz** has served as a member of our board of directors since March 2010. Mr. Lentz has served as the President of Cyber Security Strategies since October 2009. He served as the Deputy Assistant Secretary of Defense for Cyber, Identity and Information Assurance in the Office of the Assistant Secretary of Defense, Networks and Information Integration/Chief Information Officer from November 2007 to October 2009. Since November 2000, he has also served as the Chief Information Security Officer for the U.S. Department of Defense. He previously worked at the National Security Agency from 1975 to 2000, where he served in the first National Computer Security Center as Chief of Network Security. Mr. Lentz has served as a member of the board of directors of Sypris Solutions, Inc. since July 2012, as well as on the board of directors of two private companies and as an advisor to several other technology companies. Mr. Lentz holds a B.A. in History and Social Science from St. Mary’s College and an M.S. in National Strategy from National Defense University. Our board of directors believes that Mr. Lentz possesses specific attributes that qualify him to serve as a director, including his substantial experience in the security industry, his extensive experience with the U.S. federal government and breadth of knowledge in international cyber security.

**Enrique Salem** has served as a member of our board of directors since February 2013. Mr. Salem was president, Chief Executive Officer and a director of Symantec Corporation, a provider of information security, storage and systems management solutions, from April 2009 until July 2012. Mr. Salem was Chief Operating Officer of Symantec Corporation from January 2008 to April 2009, group President, Worldwide Sales and Marketing from April 2007 to January 2008, group President, Consumer Products from May 2006 to April 2007, Senior Vice President, Consumer Products and Solutions from February 2006 to May 2006, Senior Vice President, Security Products and Solutions from January 2006 to February 2006, and Senior Vice President, Network and Gateway Security Solutions from June 2004 to February 2006. Prior to Symantec, from April 2002 to June 2004, Mr. Salem served as President and Chief Executive Officer of Brightmail, Inc., an email filtering company, prior to its acquisition by Symantec in 2004. Mr. Salem also held senior leadership roles at Oblix Inc., Ask Jeeves Inc., Peter Norton Computing, Inc. and Security Pacific Merchant Bank. In March 2011, he was appointed to President Barack Obama’s Management Advisory Board. Mr. Salem has been a director of Automatic Data Processing, Inc. since January 2010 and previously served on the board of directors of Symantec Corporation from April 2009 to July 2012. He received the Estrella Award from the Hispanic IT Executive Council in 2010 and was named Entrepreneur of the Year in 2004 by Ernst & Young. Mr. Salem holds an A.B. in Computer Science from Dartmouth College. Our board of directors believes that Mr. Salem possesses specific attributes that qualify him to serve as a director, including his extensive leadership experience, including oversight of global operations, as well as a strong background in information technology, data security, compliance and systems management.

Our executive officers are appointed by our board of directors and serve until their successors have been duly elected and qualified. There are no family relationships among any of our directors or executive officers.

**Code of Business Conduct and Ethics**

Our board of directors has adopted a code of business conduct and ethics that applies to all of our employees, officers and directors, including our Chief Executive Officer, Chief Financial Officer, and other executive and senior financial officers. Upon the completion of this offering, the full text of our code of business conduct and ethics will be available on our Website at www.fireeye.com. We intend to post any amendment to our code of business conduct and ethics, and any waivers of such code for directors and executive officers, on the same Website. The information on our Website is not incorporated by reference into this prospectus.
Board Composition

Our business affairs are managed under the direction of our board of directors, which is currently composed of eight members. Six of our directors are independent within the meaning of the independent director guidelines of the . Immediately prior to the completion of this offering, our board of directors will be divided into three classes with staggered three-year terms. At each annual meeting of stockholders, the successors to the directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following their election. Our directors will be divided among the three classes as follows:

- the Class I directors will be Messrs. Coughran, Garg and Haque, and their terms will expire at the first annual meeting of stockholders to be held after the completion of this offering;
- the Class II directors will be Messrs. Aziz, DeWalt and Lentz, and their terms will expire at the second annual meeting of stockholders to be held after the completion of this offering; and
- the Class III directors will be Messrs. Codd and Salem, and their terms will expire at the third annual meeting of stockholders to be held after the completion of this offering.

Each director’s term will continue until the election and qualification of his successor, or his earlier death, resignation, or removal. We expect that any increase or decrease in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. The classification of our board of directors may have the effect of delaying or preventing changes in our management or a change in control of our company. See “Description of Capital Stock—Anti-Takeover Effects of Delaware Law and Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws” for a discussion of other anti-takeover provisions found in our amended and restated certificate of incorporation and amended and restated bylaws.

Director Independence

In connection with this offering, we intend to list our common stock on the . Under the rules of the , independent directors must comprise a majority of a listed company’s board of directors within a specified period of time after the completion of such company’s initial public offering. In addition, the rules of the require that, subject to specified exceptions, each member of a listed company’s audit, compensation, and nominating and corporate governance committees be independent. Under the rules of the , a director will only qualify as an “independent director” if, in the opinion of that company’s board of directors, that director does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Securities Exchange Act of 1934, as amended, or the Exchange Act. In order to be considered independent for purposes of Rule 10A-3, each member of the audit committee of a listed company may not, other than in his or her capacity as a member of such committee, the board of directors, or any other board committee: (i) accept, directly or indirectly, any consulting, advisory, or other compensatory fees from the listed company or any of its subsidiaries; or (ii) be an affiliated person of the listed company or any of its subsidiaries.

Our board of directors has undertaken a review of the independence of each director and considered whether such director has a material relationship with us that could compromise his ability to exercise independent judgment in carrying out his responsibilities. As a result of this review, our board of directors has determined that Messrs. Codd, Coughran, Garg, Haque, Lentz and Salem are “independent directors” as defined under the applicable rules and regulations of the Securities and Exchange Commission, or SEC, and the listing requirements and rules of the .
Committees of the Board of Directors

Our board of directors has established an audit committee, a compensation committee, and a nominating and corporate governance committee, each of which will have the composition and responsibilities described below. Members serve on these committees until their resignation or until otherwise determined by our board of directors.

Audit Committee

Our audit committee is comprised of Ronald E. F. Codd, Gaurav Garg and Robert F. Lentz, each of whom is a non-employee member of our board of directors. Mr. Codd is the chair of our audit committee. Our board of directors has determined that each of the members of our audit committee satisfies the requirements for independence and financial literacy under the rules and regulations of the and the SEC, including Rule 10A-3. Our board of directors has also determined that Mr. Codd qualifies as an “audit committee financial expert” as defined in the SEC rules and satisfies the financial sophistication requirements of the . This designation does not impose on Mr. Codd any duties, obligations or liabilities that are greater than those generally imposed on members of our audit committee and our board of directors. Our audit committee is responsible for, among other things:

• selecting and hiring our registered public accounting firm;
• evaluating the performance and independence of our registered public accounting firm;
• approving the audit and pre-approving any non-audit services to be performed by our independent registered public accounting firm;
• reviewing the adequacy and effectiveness of our internal control policies and procedures and our disclosure controls and procedures;
• overseeing procedures for the treatment of complaints on accounting, internal accounting controls or audit matters;
• reviewing and discussing with management and the independent registered public accounting firm the results of our annual audit, our quarterly financial statements and our publicly filed reports;
• reviewing and approving related person transactions; and
• preparing the audit committee report that the SEC requires in our annual proxy statement.

Compensation Committee

Our compensation committee is comprised of William M. Coughran Jr., Promod Haque and Enrique Salem, each of whom is a non-employee member of our board of directors. Mr. Salem is the chair of our compensation committee. Our board of directors has determined that each member of our compensation committee meets the requirements for independence under the rules of the and the SEC, is a “non-employee director” within the meaning of Rule 16b-3 under the Exchange Act and is an “outside director” within the meaning of Section 162(m) of the Internal Revenue Code of 1986, or the Code. Our compensation committee is responsible for, among other things:

• reviewing and approving our Chief Executive Officer’s and other executive officers’ annual base salaries; incentive compensation plans, including the specific goals and amounts; equity compensation, employment agreements, severance arrangements and change in control agreements; and any other benefits, compensation or arrangements; provided that any approvals relating to the Chief Executive Officer’s compensation will be subject to the ratification of our entire board of directors, with any non-independent directors abstaining;
• administering our equity compensation plans;
• overseeing our overall compensation philosophy, compensation plans and benefits programs; and
• preparing the compensation committee report that the SEC requires in our annual proxy statement.
Nominating and Corporate Governance Committee

Our nominating and corporate governance committee is comprised of Ronald E. F. Codd, William M. Coughran Jr. and Promod Haque, each of whom is a non-employee member of our board of directors. Mr. Coughran is the chair of our nominating and corporate governance committee. Our board of directors has determined that each member of our nominating and corporate governance committee meets the requirements for independence under the rules of the . Our nominating and corporate governance committee is responsible for, among other things:

• evaluating and making recommendations regarding the composition, organization, and governance of our board of directors and its committees;
• evaluating and making recommendations regarding the creation of additional committees or the change in mandate or dissolution of committees;
• reviewing and making recommendations with regard to our corporate governance guidelines and compliance with laws and regulations; and
• reviewing and approving conflicts of interest of our directors and corporate officers, other than related person transactions reviewed by the audit committee.

We intend to post the charters of our audit, compensation and nominating and corporate governance committees, and any amendments thereto that may be adopted from time to time, on our Website at www.fireeye.com. Our board of directors may from time to time establish other committees.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee is or has been an officer or employee of our company. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee, or other board committee performing equivalent functions, of any entity that has one or more executive officers serving on our compensation committee or our board of directors. We have had a compensation committee since November 2012. Prior to establishing the compensation committee, our full board of directors made decisions relating to the compensation of our executive officers.

Director Compensation

We do not currently have a formal policy with respect to compensation payable to our non-employee directors for service as directors. Our non-employee directors do not currently receive, and did not receive during 2012, any cash compensation for their services as directors or as board committee members. Our board of directors has, however, granted equity awards from time to time to non-employee directors who are not affiliated with our venture fund investors as compensation for their service as directors.
The table below shows equity compensation earned by our Chairman of the Board and our non-employee directors during 2012. Mr. Salem was not a director during 2012.

### Director Compensation Table

<table>
<thead>
<tr>
<th>Name</th>
<th>Stock Awards ($)</th>
<th>Option Awards ($)</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>David G. DeWalt, Chairman of the Board</td>
<td>1,430,414</td>
<td>—</td>
<td>1,430,414</td>
</tr>
<tr>
<td>Ronald E. F. Codd</td>
<td>—</td>
<td>537,851</td>
<td>537,851</td>
</tr>
<tr>
<td>William M. Coughran Jr.</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Enrique Salem</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Gaurav Garg</td>
<td>—</td>
<td>293,624</td>
<td>293,624</td>
</tr>
<tr>
<td>Promod Haque</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Robert F. Lentz</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
</tbody>
</table>

(1) Except as described in the footnotes below, no non-employee director held options to purchase shares of our common stock or unvested stock awards as of December 31, 2012.

(2) The amount reported in this column represents the aggregate grant date fair value of the awards as computed in accordance with Financial Accounting Standard Board Accounting Standards Codification Topic 718. The assumptions used in calculating the grant date fair value of the awards reported in this column are set forth in the notes to our audited consolidated financial statements included elsewhere in this prospectus.

(3) For options and stock awards held by Mr. DeWalt as of December 31, 2012, including awards received by him in his capacity as Chief Executive Officer, see the disclosure under “Executive Compensation—Outstanding Equity Awards at Fiscal Year-End.”

(4) Represents the grant date fair value of stock awards granted to Mr. DeWalt in his capacity as a member of our board of directors and as Chairman of the Board. For information regarding additional equity awards received by Mr. DeWalt in his capacity as our Chief Executive Officer, see the disclosure below under “Executive Compensation—Summary Compensation Table.”

(5) As of December 31, 2012, Mr. Codd held an option to purchase 125,000 shares of common stock at an exercise price of $2.48 per share, and the Codd Revocable Trust dtd March 6, 1998 held 125,000 shares of restricted common stock that remained subject to a right of repurchase by us as of such date.

(6) Mr. Salem was appointed as a member of our board of directors subsequent to December 31, 2012. On February 6, 2013, our board of directors granted Mr. Salem options to purchase an aggregate of 200,000 shares of common stock at an exercise price of $5.44 per share.

(7) As of December 31, 2012, Mr. Garg’s affiliated entities held 259,915 shares of restricted common stock that remained subject to a right of repurchase by us as of such date.

(8) As of December 31, 2012, Mr. Lentz held an option to purchase 430,382 shares of common stock at an exercise price of $0.07 per share.
EXECUTIVE COMPENSATION

Summary Compensation Table

The following table provides information regarding the compensation awarded to, or earned by, our executive officers, including each of our named executive officers, during 2012.

<table>
<thead>
<tr>
<th>Name and Principal Position</th>
<th>Year</th>
<th>Salary ($)</th>
<th>Bonus ($)(3)</th>
<th>Stock Awards ($)(3)</th>
<th>Option Awards ($)(3)</th>
<th>Non-Equity Incentive Plan Compensation ($)</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>David G. DeWalt, Chief Executive Officer</td>
<td>2012</td>
<td>42,424</td>
<td>23,562</td>
<td>3,576,032(1)</td>
<td>2,390,756</td>
<td>—</td>
<td>6,032,774</td>
</tr>
<tr>
<td>Ashar Aziz, Chief Technology Officer, Chief Strategy Officer, and Former Chief Executive Officer</td>
<td>2012</td>
<td>300,000</td>
<td>171,000</td>
<td>—</td>
<td>1,916,037</td>
<td>—</td>
<td>2,387,037</td>
</tr>
<tr>
<td>Jeffrey C. Williams, Senior Vice President, Sales</td>
<td>2012</td>
<td>200,000</td>
<td>150,000</td>
<td>—</td>
<td>—</td>
<td>336,202(4)</td>
<td>686,202</td>
</tr>
<tr>
<td>Alexa King, Senior Vice President, General Counsel and Secretary</td>
<td>2012</td>
<td>177,038</td>
<td>40,403</td>
<td>—</td>
<td>436,885</td>
<td>—</td>
<td>654,371</td>
</tr>
<tr>
<td>Bahman Mahbod, Senior Vice President, Engineering</td>
<td>2012</td>
<td>246,932</td>
<td>57,000</td>
<td>—</td>
<td>124,813</td>
<td>—</td>
<td>428,745</td>
</tr>
<tr>
<td>Michael J. Sheridan, Senior Vice President and Chief Financial Officer</td>
<td>2012</td>
<td>265,000</td>
<td>94,536</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>359,536</td>
</tr>
</tbody>
</table>

(1) Represents amounts paid as a discretionary bonus to our executive officers, including our named executive officers, for exemplary performance in 2012 as compared with our 2012 operating plan.

(2) The amounts in this column represent the aggregate grant date fair value of the award as computed in accordance with Financial Accounting Standard Board Accounting Standards Codification Topic 718. The assumptions used in calculating the grant date fair value of the awards reported in this column are set forth in the notes to our audited consolidated financial statements included elsewhere in this prospectus.

(3) Represents the grant date fair value of stock awards granted to Mr. DeWalt in his capacity as our Chief Executive Officer. For information regarding additional equity awards received by Mr. DeWalt in his capacity as a member of our board of directors and as Chairman of the Board, see the disclosure above under “Management—Director Compensation—Director Compensation Table.”

(4) Represents amounts earned in 2012 pursuant to an individual sales commission plan under our 2012 Master Commission Plan.
Bonus and Non-Equity Incentive Plan Compensation

Discretionary Bonus

Our executive officers, including our named executive officers, received discretionary bonuses for exemplary company performance in 2012 as compared to our 2012 operating plan. These discretionary bonuses were not paid pursuant to any formal plan document. The compensation committee primarily considered our level of bookings, amount of revenue growth and number of new customers when determining these discretionary bonuses.

Commission Plan

In 2012, Mr. Williams participated in an individual sales commission plan under our 2012 Master Commission Plan. Under his plan, Mr. Williams’ commissions were calculated by multiplying his effective commission rate by the value of our bookings. In addition, the plan provided that Mr. Williams’ effective commission rate would be accelerated if he exceeded his annual bookings target. Under the terms of this plan, commissions were not subject to a cap and were paid prior to the end of the month following the close of the month in which the commissions were earned.

Employment Agreements for Executive Officers

David G. DeWalt

Effective November 19, 2012, we entered into an amended and restated offer letter with David G. DeWalt, our Chief Executive Officer and Chairman of the Board. The offer letter has no specific term and provides that Mr. DeWalt is an at-will employee. Mr. DeWalt’s current annual base salary is $350,000, and he is eligible for annual target incentive payments of up to $200,000 each year.

In connection with Mr. DeWalt’s commencement of employment as our Chief Executive Officer, the vesting schedule of each of Mr. DeWalt’s equity awards was amended and restated to vest from and after the date Mr. DeWalt became our Chief Executive Officer, as follows:

- Mr. DeWalt’s restricted stock award covering 269,686 shares of common stock granted on May 1, 2012 vests as to 1/48th of the shares subject to the award each month beginning in May 2012, subject to his continuous service as a member of our board of directors on each such vesting date.
- Mr. DeWalt’s restricted stock award covering 377,560 shares of common stock granted on May 1, 2012 vests as to 1/7th of the shares subject to the award each month beginning in May 2012, subject to his continuous service as our Chairman of the Board on each such vesting date.
- Mr. DeWalt’s restricted stock award covering 431,497 shares of common stock granted on May 1, 2012 vests as to 100% of the shares subject to the award on the date that is six months following the date Mr. DeWalt became our Chief Executive Officer, subject to his continuous service as our Chief Executive Officer on such vesting date.
- Mr. DeWalt’s restricted stock award covering 836,026 shares of common stock granted on May 1, 2012 vests as to 100% of the shares subject to the award on the first anniversary of the date Mr. DeWalt became our Chief Executive Officer, subject to his continuous service as our Chief Executive Officer on such date.
- Mr. DeWalt’s restricted stock award covering 350,591 shares of common stock granted on May 1, 2012 vests as to 1/5th of the shares subject to the award each month beginning on the last day of the month following the first anniversary of the date Mr. DeWalt became our Chief Executive Officer, subject to his continuous service as our Chief Executive Officer on each such vesting date.
- Mr. DeWalt’s stock option to purchase 2,157,486 shares of our common stock granted on May 1, 2012 vests in 31 equal monthly installments beginning on the last day of the 18th month following the date Mr. DeWalt became our Chief Executive Officer, subject to his continuous service as our Chief Executive Officer on each such vesting date.
Mr. DeWalt’s stock option to purchase 41,000 shares of our common stock granted on June 15, 2012 vests as to 1/48th of the shares subject to the award each month beginning on the date Mr. DeWalt became our Chief Executive Officer, subject to his continuous service as our Chief Executive Officer on each such vesting date.

Mr. DeWalt’s offer letter also provides that, if we are subject to a “change in control” (as generally defined below), 100% of the unvested shares subject to his restricted stock awards covering 269,686, 377,560 and 431,497 shares of common stock would immediately vest, subject to Mr. DeWalt’s continuing service to us as of the date of such change in control. In addition, if Mr. DeWalt’s employment is terminated without “cause” (as generally defined below) or he resigns for “good reason” (as generally defined below), in each case within 24 months following the change in control, then (i) all of the unvested shares of common stock subject to his outstanding stock options described above and (ii) all of the unvested shares of restricted stock subject to his restricted stock awards covering 836,026 and 350,591 shares of common stock would vest as if Mr. DeWalt had completed an additional 24 months of service as our Chief Executive Officer following the date of his termination of employment with us.

Unrelated to a change in control, Mr. DeWalt’s offer letter provides for additional vesting acceleration of his equity awards as follows:

- If Mr. DeWalt is removed as a director other than for cause, then Mr. DeWalt’s restricted stock award covering 269,686 shares would vest as if Mr. DeWalt had completed an additional 12 months of service as a director following the date of his removal.
- If Mr. DeWalt’s employment is terminated without cause and such termination is prior to, or more than 24 months following, a change in control, then (i) all of the unvested shares subject to his restricted stock awards covering 377,560, 431,497 and 836,026 shares of common stock would immediately vest and (ii) his restricted stock award covering 350,591 shares of common stock and the stock options described above would vest as if Mr. DeWalt had completed an additional 12 months as our Chief Executive Officer following the date of his termination of employment.

In addition, Mr. DeWalt’s offer letter provides that if Mr. DeWalt is terminated without cause either prior to, or more than 24 months following, a change in control, then, subject to the execution of a release of claims, Mr. DeWalt will receive continuing payment of his base salary for a period of 12 months. If Mr. DeWalt’s employment is terminated without cause or he resigns for good reason, in each case within 24 months following a change in control, then, subject to the execution of a release of claims, Mr. DeWalt will receive continuing payment of his base salary for a period of 12 months and a payment equal to Mr. DeWalt’s annual target bonus.

The description above does not purport to be complete and is qualified in its entirety by the provisions of Mr. DeWalt’s offer letter, a copy of which has been filed as an exhibit to the registration statement of which this prospectus is a part.

Ashar Aziz

Effective November 19, 2012, we entered into an offer letter with Ashar Aziz, our founder, Vice Chairman of the Board, Chief Technology Officer and Chief Strategy Officer. The offer letter has no specific term and provides that Mr. Aziz is an at-will employee. Mr. Aziz’s current annual base salary is $300,000, and he is eligible for annual target incentive payments of up to $150,000 each year.

In connection with Mr. Aziz’s transition from our Chief Executive Officer to our Chief Technology Officer and Chief Strategy Officer, the offer letter clarified and confirmed the vesting schedule of each of Mr. Aziz’s equity awards as follows:

- Mr. Aziz’s stock option to purchase 2,170,794 shares of common stock granted on December 28, 2009 vests as to 38,441 shares subject to the award each month beginning on June 25, 2009 until fully vested.
Mr. Aziz’s stock option to purchase 856,218 shares of common stock granted on June 25, 2010 vests as to 15,162 shares subject to the award each month beginning on June 25, 2009 until fully vested.

Mr. Aziz’s stock option to purchase 926,640 shares of common stock granted on May 27, 2011 vests as to 19,305 shares subject to the award each month beginning on June 1, 2011 until fully vested.

Mr. Aziz’s stock option to purchase 555,984 shares of common stock granted on May 27, 2011 vests as to 11,583 shares subject to the award each month beginning on December 29, 2012 until fully vested.

Mr. Aziz’s stock option to purchase 1,618,439 shares of common stock granted on March 30, 2012 vested as to 36,782 shares subject to the award on November 26, 2012 and December 26, 2012, will vest as to 12,260 shares on the 26th of each month from January 2013 through June 2013, and then will vest as to 36,782 shares on the 26th of each month until fully vested.

Mr. Aziz’s stock option to purchase 484,425 shares of common stock granted on May 25, 2012 vested on November 19, 2012, the date Mr. DeWalt became our Chief Executive Officer.

The vesting terms described above as to Mr. Aziz are all subject to Mr. Aziz’s continuous service with us on each vesting date. Pursuant to the terms of the offer letter, effective as of the date Mr. DeWalt joined us as our Chief Executive Officer, 500,000 of the unvested shares subject to the equity awards described above vested on a pro rata basis across all such awards. See “—Outstanding Equity Awards at Fiscal Year-End” for a description of the vesting of Mr. Aziz’s equity awards as of December 31, 2012 after giving effect to the acceleration described in the preceding sentence.

In addition to the vesting acceleration described above, Mr. Aziz’s offer letter also provides for the vesting acceleration of his equity awards as follows:

• Upon the effectiveness of this offering and the public trading of our common stock while Mr. Aziz is an employee or director, 500,000 of the unvested shares subject to his equity awards will vest.

• If Mr. Aziz remains an employee or director on the six-month anniversary of the effectiveness of this offering, 500,000 of the unvested shares subject to his equity awards will vest.

• If, prior to the expiration of the underwriter-imposed lock-up agreement in connection with this offering, Mr. Aziz is subject to a termination of employment without cause, then subject to his execution of a release of claims, the unvested shares subject to his equity awards will vest as if Mr. Aziz had completed an additional 12 months of employment following the date of his termination of employment. Also, if Mr. Aziz is entitled to such vesting acceleration and is not maintained as a director through the later of the expiration of the underwriter-imposed lock-up agreement in connection with this offering and our first annual meeting as a public company, then the unvested shares subject to his equity awards will vest as if Mr. Aziz had completed an additional 12 months of service following his termination date.

• If we are subject to a change in control when Mr. Aziz is not an employee but is a director, then 100% of his unvested equity awards will vest.

• If we are subject to a change in control when Mr. Aziz is an employee and Mr. Aziz subsequently terminates his employment, then, subject to his execution of a release of claims, Mr. Aziz’s equity awards will vest as if Mr. Aziz had completed an additional 24 months of employment following his termination of employment.

Mr. Aziz’s offer letter provides that, if prior to the expiration of the underwriter-imposed lock-up agreement in connection with our initial public offering, Mr. Aziz is terminated without cause either prior to, or more than 24 months following, a change in control, then, subject to the execution of a release of claims, Mr. Aziz will receive continuing payment of his base salary for a period of 12 months. If, prior to the expiration of the underwriter imposed lock-up agreement in connection with this offering, Mr. Aziz’s employment is terminated.
without cause or for good reason, in each case within 24 months following a change in control, then, subject to the execution of a release of claims, Mr. Aziz will receive continuing payment of his base salary for a period of 12 months and a payment equal to Mr. Aziz’s annual target bonus.

Mr. Aziz had entered into certain promissory notes with us in connection with the purchase of our common stock. In connection with his transition, the term of these notes were modified so that their term extends until the first to occur of (i) December 31, 2017 or (ii) (a) the day prior to the date we file our registration statement in connection with this offering, (b) the date we are acquired by a company whose stock is publicly traded and the notes would violate applicable law, or (c) the date we determine that the notes would be a violation of Section 402 of the Sarbanes-Oxley Act. All promissory notes have been repaid in full as described in greater detail under the heading “Certain Relationships and Related Party Transactions—Loans to Executive Officers.”

Mr. Aziz’s offer letter provides that, if there is a public offering following the completion of this offering, and Mr. Aziz wishes to register and sell some of his vested shares in such follow-on offering, then we will use reasonable efforts to facilitate the sale by Mr. Aziz of a number of shares equal to the lesser of (i) 1,000,000 vested shares or (ii) 40% of the aggregate number of shares that investors are willing to purchase. Also, if our executive officers are offered the opportunity to sell shares of our common stock in connection with this offering, then Mr. Aziz will be offered the same opportunity on the same terms and conditions as apply to our other executive officers.

The description above does not purport to be complete and is qualified in its entirety by the provisions of Mr. Aziz’s offer letter, a copy of which has been filed as an exhibit to the registration statement of which this prospectus is a part.

Jeffrey C. Williams
We have entered into an offer letter with Jeffrey C. Williams, our Senior Vice President, Sales. The offer letter is for no specific term and provides that Mr. Williams is an at-will employee. Mr. Williams’ current annual base salary is $225,000, and he is eligible for annual target incentive payments equal to $200,000.

Alexa King
We have entered into an offer letter with Alexa King, our Senior Vice President, General Counsel and Secretary. The offer letter is for no specific term and provides that Ms. King is an at-will employee. Ms. King’s current annual base salary is $250,000, and she is eligible for annual target incentive payments equal to $100,000.

Michael J. Sheridan
We have entered into an offer letter with Michael J. Sheridan, our Senior Vice President and Chief Financial Officer. The offer letter is for no specific term and provides that Mr. Sheridan is an at-will employee. Mr. Sheridan’s current annual base salary is $265,000, and he is eligible for annual target incentive payments equal to $135,000.

Bahman Mahbod
We have entered into an offer letter with Bahman Mahbod, our Senior Vice President, Engineering. The offer letter is for no specific term and provides that Mr. Mahbod is an at-will employee. Mr. Mahbod’s current annual base salary is $250,000, and he is eligible for annual target incentive payments equal to $100,000.

Definitions for Offer Letters with Messrs. DeWalt and Aziz
For purposes of the offer letters with Messrs. DeWalt and Aziz, “cause” means generally:

• the unauthorized use or disclosure of our confidential information or trade secrets, which use or disclosure causes material harm to us;
• the material breach of any agreement between us and the named executive officer;
• the material failure to comply with our written policies or rules;
• the conviction of, or plea of “guilty” or “no contest” to, a felony under the laws of the United States or any State;
• gross negligence or willful misconduct;
• the continuing failure to perform assigned duties after receiving written notification of the failure from the board of directors; or
• the failure to cooperate in good faith with a governmental or internal investigation of the company or our directors, officers or employees, if we have requested such cooperation;

provided, however, that “cause” will not be deemed to exist in the certain events above unless the named executive officer has been provided with (i) 30 days’ written notice by the board of directors of the act or omission constituting “cause” and (ii) 30 days’ opportunity to cure such act or omission, if capable of cure (as determined by the board of directors in its sole discretion).

For purposes of the offer letters with Messrs. DeWalt and Aziz, “good reason” means generally any of the following without the named executive officer’s consent:
• a material reduction of base salary as set forth in the agreement or as such base salary may be increased during the course of employment;
• a material reduction of target bonus as set forth in the agreement or as such target bonus may be increased during the course of employment;
• a material reduction in duties, authority, reporting relationship or responsibilities, including (i) in the event of a “change in control,” the assignment of responsibilities, duties, reporting relationship or position that are not at least the substantial functional equivalent of the position occupied immediately preceding such change in control, including the assignment of responsibilities, duties, reporting relationship or position that are not in a substantive area that is consistent with their experience and the position that they occupied prior to such change in control or (ii) a material diminution in the budget and number of subordinates;
• a requirement to relocate to a location more than 35 miles from the then-current office location;
• a material violation by us of a material term of any employment, severance or change of control agreement; or
• a failure by any successor entity to assume the offer letter.

A resignation for “good reason” will not be deemed to have occurred unless the named executive officer gives us written notice of the condition within 90 days after the condition comes into existence and we fail to remedy the condition within 30 days after receiving the written notice.

For purposes of the offer letters with Messrs. DeWalt and Aziz, “change in control” means (i) the consummation of a merger or consolidation of us with or into another entity or (ii) the dissolution, liquidation or winding up of our company. The foregoing notwithstanding, a merger or consolidation of our company does not constitute a “change in control” if immediately after the merger or consolidation a majority of the voting power of the capital stock of the continuing or surviving entity, or any direct or indirect parent corporation of the continuing or surviving entity, will be owned by the persons who were our company’s stockholders immediately prior to the merger or consolidation in substantially the same proportions as their ownership of the voting power of our company’s capital stock immediately prior to the merger or consolidation. The foregoing notwithstanding, a transaction will not constitute a “change in control” unless such transaction also constitutes a “change in control event” as defined in Treasury Regulation §1.409A-3(i)(5), without regard to any alternative percentages thereunder.

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Outstanding Equity Awards at Fiscal Year-End

The following table presents certain information concerning equity awards held by our executive officers, including each of our named executive officers, as of December 31, 2012.

<table>
<thead>
<tr>
<th>Name</th>
<th>Grant Date</th>
<th>Option Awards</th>
<th>Stock Awards</th>
<th>Number of Shares or Units of Stock that have not vested (a)(5)</th>
<th>Market Value of Shares of Units of Stock that have not vested (b)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Number of Securities Underlying Unexercised Options (f) Exercisable</td>
<td>Number of Securities Underlying Unexercised Options (f)</td>
<td>Option Exercise Price ($)</td>
<td>Option Expiration Date</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>David G. DeWalt</td>
<td>5/1/12(2)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>1.65</td>
</tr>
<tr>
<td></td>
<td>5/1/12(3)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td></td>
<td>5/1/12(4)</td>
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<td></td>
<td>5/1/12(5)</td>
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<td>5/1/12(6)</td>
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<td></td>
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<td>41,000</td>
<td>—</td>
<td>—</td>
<td>1.65</td>
</tr>
<tr>
<td>Ashar Aziz</td>
<td>12/28/09(8)</td>
<td>—</td>
<td>—</td>
<td>0.07</td>
<td>12/27/19</td>
</tr>
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<td>6/25/10(9)</td>
<td>—</td>
<td>—</td>
<td>0.07</td>
<td>6/24/20</td>
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<tr>
<td></td>
<td>5/27/11(10)</td>
<td>926,640</td>
<td>—</td>
<td>0.57</td>
<td>5/26/21</td>
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<tr>
<td></td>
<td>5/27/11(11)</td>
<td>555,984</td>
<td>—</td>
<td>0.57</td>
<td>5/26/21</td>
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<td></td>
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<td>—</td>
<td>—</td>
<td>1.65</td>
<td>3/29/22</td>
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<tr>
<td>Jeffrey C. Williams</td>
<td>4/1/08(13)</td>
<td>25,000</td>
<td>—</td>
<td>0.14</td>
<td>3/31/18</td>
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<td>3/16/10(14)</td>
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<td>25,000</td>
<td>—</td>
<td>0.57</td>
<td>2/9/21</td>
</tr>
<tr>
<td>Alexa King</td>
<td>5/25/12(16)</td>
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<td>5/24/22</td>
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<tr>
<td>Bahman Mahbod</td>
<td>4/1/08(17)</td>
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<td>—</td>
<td>0.14</td>
<td>3/31/18</td>
</tr>
<tr>
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<td>12/28/09(18)</td>
<td>366,659</td>
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<td>0.07</td>
<td>12/27/19</td>
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</tr>
<tr>
<td></td>
<td>2/10/11(20)</td>
<td>291,000</td>
<td>—</td>
<td>0.57</td>
<td>2/9/21</td>
</tr>
<tr>
<td></td>
<td>5/25/12(21)</td>
<td>100,000</td>
<td>—</td>
<td>1.65</td>
<td>5/24/22</td>
</tr>
<tr>
<td>Michael J. Sheridan</td>
<td>7/20/11(22)</td>
<td>—</td>
<td>—</td>
<td>0.57(22)</td>
<td>—</td>
</tr>
<tr>
<td></td>
<td>8/23/11(23)</td>
<td>—</td>
<td>—</td>
<td>0.57(22)</td>
<td>—</td>
</tr>
</tbody>
</table>

(1) Represents (i) restricted stock awards and (ii) shares of restricted stock issued upon the early exercise of stock options, in each case that remained unvested as of December 31, 2012. We have a right to repurchase any unvested shares subject to each such award if the holder of the award ceases to provide services to us prior to the date on which all shares subject to the award have vested in accordance with the applicable vesting schedule described in the footnotes below.

(2) As modified by the amended and restated offer letter entered into with Mr. DeWalt in November 2012, the shares subject to the award vest in 31 equal monthly installments commencing on May 31, 2014, subject to Mr. DeWalt’s continuous service as our Chief Executive Officer on each such vesting date.

(3) As modified by the amended and restated offer letter entered into with Mr. DeWalt in November 2012, the shares subject to the award vest on May 19, 2013, subject to Mr. DeWalt’s continuous service as our Chief Executive Officer on such date.

(4) As modified by the amended and restated offer letter entered into with Mr. DeWalt in November 2012, the shares subject to the award vest on November 19, 2013, subject to Mr. DeWalt’s continuous service as our Chief Executive Officer on such date.

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As modified by the amended and restated offer letter entered into with Mr. DeWalt in November 2012, the shares subject to the award vest in five equal monthly installments with the first such installment on December 31, 2013, subject to Mr. DeWalt’s continuous service as our Chief Executive Officer on each such vesting date.

As modified by the amended and restated offer letter entered into with Mr. DeWalt in November 2012, the shares subject to the award vest in 48 equal monthly installments with the first such installment on May 1, 2012, subject to Mr. DeWalt’s continuous status as a member of our board of directors on each such vesting date.

As modified by the amended and restated offer letter entered into with Mr. DeWalt in November 2012, the shares subject to the option are early exercisable and vest in equal monthly installments over 48 months beginning on November 19, 2012, subject to Mr. DeWalt’s continuous status as our Chief Executive Officer as of each such vesting date.

As modified by the offer letter entered into with Mr. Aziz in November 2012, as of December 31, 2012, the shares subject to the award vest in six equal monthly installments, subject to Mr. Aziz’s continuous status as a service provider on each such vesting date. For a description of Mr. Aziz’s offer letter, see “Executive Compensation—Employment Agreements for Executive Officers.”

As modified by the offer letter entered into with Mr. Aziz in November 2012, as of December 31, 2012, the shares subject to the award vest in 48 equal monthly installments, subject to Mr. Aziz’s continuous status as a service provider on each such vesting date. For a description of Mr. Aziz’s offer letter, see “Executive Compensation—Employment Agreements for Executive Officers.”

As modified by the offer letter entered into with Mr. Aziz in November 2012, as of December 31, 2012, 442,290 of the shares subject to the option had vested, and 484,350 of the shares subject to the option continue to vest in 30 equal monthly installments, subject to Mr. Aziz’s continuous status as a service provider on each such vesting date. For a description of Mr. Aziz’s offer letter, see “Executive Compensation—Employment Agreements for Executive Officers.”

As modified by the offer letter entered into with Mr. Aziz in November 2012, as of December 31, 2012, 91,008 of the shares subject to the option had vested, and 464,976 of the shares subject to the option continue to vest in 48 equal monthly installments, subject to Mr. Aziz’s continuous status as a service provider on each such vesting date. For a description of Mr. Aziz’s offer letter, see “Executive Compensation—Employment Agreements for Executive Officers.”

As modified by the offer letter entered into with Mr. Aziz in November 2012, as of December 31, 2012, 40,719 of the shares subject to the award vest in six equal monthly installments through June 26, 2013, subject to Mr. Aziz’s continuous status as a service provider on each such vesting date. Thereafter, 1,127,135 of the shares subject to the award vest in 36 equal monthly installments through June 26, 2016, subject to Mr. Aziz’s continuous status as a service provider on each such vesting date.

The stock option is fully vested and immediately exercisable.

25% of the shares subject to the option vested on February 1, 2011, and the remaining shares subject to the option vest in 36 equal monthly installments thereafter, subject to Mr. Williams’ continuous status as a service provider on each such vesting date. All shares subject to the option are early exercisable.

The shares subject to the option are early exercisable and vest in 48 equal monthly installments with a vesting commencement date of February 10, 2011, subject to Mr. Williams continuous status as a service provider on each such vesting date.

25% of the shares subject to the award will vest on April 16, 2013, and the remaining shares subject to the award will vest in 36 equal monthly installments thereafter, subject to Ms. King’s continuous status as a service provider on each such vesting date. All shares subject to the option are early exercisable.

The stock option is fully vested and immediately exercisable.

15% of the shares subject to the option vested as of the date of grant, and the remaining shares subject to the option vest in 48 equal monthly installments, subject in each case to Mr. Mahbod’s continuous status as a service provider on each such vesting date. All shares subject to the option are early exercisable.

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Employee Benefit and Stock Plans

2013 Equity Incentive Plan

Prior to the effectiveness of this offering, our board of directors intends to adopt, and we expect our stockholders to approve, our 2013 Equity Incentive Plan, or the 2013 Plan. Subject to stockholder approval, the 2013 Plan will be effective one business day prior to the effective date of the registration statement of which this prospectus forms a part but is not expected to be utilized until after the completion of this offering. Our 2013 Plan will provide for the grant of incentive stock options, within the meaning of Section 422 of the Code, to our employees and any parent and subsidiary corporations’ employees, and for the grant of nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units and performance shares to our employees, directors and consultants and our parent and subsidiary corporations’ employees and consultants.

Authorized Shares. A total of shares of our common stock are expected to be reserved for issuance pursuant to the 2013 Plan, of which no awards are issued and outstanding. In addition, the shares to be reserved for issuance under our 2013 Plan will also include (i) the shares reserved but unissued under our 2008 Stock Plan, or the 2008 Plan, and (ii) shares returned to our 2008 Plan as the result of expiration or termination of awards (provided that the maximum number of shares that may be added to the 2013 Plan pursuant to (i) and (ii) is shares). The number of shares available for issuance under the 2013 Plan will also include an annual increase on the first day of each fiscal year beginning in 2014, equal to the least of:

- shares;
- % of the outstanding shares of common stock as of the last day of our immediately preceding fiscal year; or
- such other amount as our board of directors may determine.

Plan Administration. Our board of directors or one or more committees appointed by our board of directors, will administer the 2013 Plan. We anticipate that the compensation committee of our board of directors will administer our 2013 Plan. In the case of awards intended to qualify as “performance-based compensation” within the meaning of Section 162(m) of the Code, the committee will consist of two or more “outside directors” within the meaning of Section 162(m) of the Code. In addition, if we determine it is desirable to qualify transactions under the 2013 Plan as exempt under Rule 16b-3 of the Securities Exchange Act of 1934, as amended, or Rule 16b-3, such transactions will be structured to satisfy the requirements for exemption under Rule 16b-3. Subject to the provisions of our 2013 Plan, the administrator will have the power to administer the plan, including but not limited to, the power to interpret the terms of the 2013 Plan and awards granted thereunder, to create, amend and revoke rules relating to the 2013 Plan, including creating sub-plans, and to determine the terms of the awards, including the exercise price, the number of shares subject to each such award, the exercisability of the awards, and the form of consideration, if any, payable upon exercise. The administrator will also have the authority to amend existing awards to reduce or increase their exercise price, to allow participants the opportunity to transfer outstanding awards to a financial institution or other person or entity selected by the administrator, and to institute an exchange program by which outstanding awards may be surrendered in exchange for awards of the same type, which may have a higher or lower exercise price or different terms, awards of a different type and/or cash.
Stock Options. Stock options may be granted under the 2013 Plan. The exercise price of options granted under our 2013 Plan must at least be equal to the fair market value of our common stock on the date of grant. The term of an incentive stock option may not exceed 10 years, except that with respect to any participant who owns more than 10% of the voting power of all classes of our outstanding stock, the term must not exceed five years and the exercise price must equal at least 110% of the fair market value on the grant date. The administrator will determine the methods of payment of the exercise price of an option, which may include cash, shares or other property acceptable to the administrator, as well as other types of consideration permitted by applicable law. After the termination of service of an employee, director or consultant, he or she may exercise his or her option for the period of time stated in his or her option agreement. Generally, if termination is due to death or disability, the option will remain exercisable for 12 months. In all other cases, the option will generally remain exercisable for three months following the termination of service. However, in no event may an option be exercised after the expiration of its term. Subject to the provisions of our 2013 Plan, the administrator determines the other terms of options.

Stock Appreciation Rights. Stock appreciation rights may be granted under our 2013 Plan. Stock appreciation rights allow the recipient to receive the appreciation in the fair market value of our common stock between the exercise date and the date of grant. Stock appreciation rights may not have a term exceeding 10 years. After the termination of service of an employee, director or consultant, he or she may exercise his or her stock appreciation right for the period of time stated in his or her stock appreciation right agreement. However, in no event may a stock appreciation right be exercised after the expiration of its term. Subject to the provisions of our 2013 Plan, the administrator determines the other terms of stock appreciation rights, including when such rights become exercisable and whether to pay any increased appreciation in cash or with shares of our common stock, or a combination thereof, except that the per share exercise price for the shares to be issued pursuant to the exercise of a stock appreciation right will be no less than 100% of the fair market value per share on the date of grant.

Restricted Stock. Restricted stock may be granted under our 2013 Plan. Restricted stock awards are grants of shares of our common stock that vest in accordance with terms and conditions established by the administrator. The administrator will determine the number of shares of restricted stock granted to any employee, director or consultant and, subject to the provisions of our 2013 Plan, will determine the terms and conditions of such awards. The administrator may impose whatever conditions to vesting it determines to be appropriate. For example, the administrator may set restrictions based on the achievement of specific performance goals or continued service to us; provided, however, that the administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed. Recipients of restricted stock awards generally will have voting and dividend rights with respect to such shares upon grant without regard to vesting, unless the administrator provides otherwise. Shares of restricted stock that do not vest are subject to our right of repurchase or forfeiture.

Restricted Stock Units. Restricted stock units may be granted under our 2013 Plan. Restricted stock units are bookkeeping entries representing an amount equal to the fair market value of one share of our common stock. Subject to the provisions of our 2013 Plan, the administrator will determine the terms and conditions of restricted stock units, including the vesting criteria, which may include accomplishing specified performance criteria or continued service to us, and the form and timing of payment. Notwithstanding the foregoing, the administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed.

Performance Units and Performance Shares. Performance units and performance shares may be granted under our 2013 Plan. Performance units and performance shares are awards that will result in a payment to a participant only if performance goals established by the administrator are achieved or the awards otherwise vest. The administrator will establish organizational or individual performance goals or other vesting criteria in its discretion, which, depending on the extent to which they are met, will determine the number and the value of performance units and performance shares to be paid out to participants. After the grant of a performance unit or performance share, the administrator, in its sole discretion, may reduce or waive any performance criteria or other vesting provisions for such performance unit or performance share. Performance units shall have an initial dollar value established by the administrator prior to the grant date. Performance shares shall have an initial value equal to the fair market value of our common stock on the grant date. The administrator, in its sole discretion, may pay earned performance units or performance shares in the form of cash, in shares or in some combination thereof.
Outside Directors. Our 2013 Plan will provide that all non-employee directors will be eligible to receive all types of awards, except for incentive stock options, under the 2013 Plan.

Non-Transferability of Awards. Unless the administrator provides otherwise, our 2013 Plan generally will not allow for the transfer of awards and only the recipient of an award may exercise an award during his or her lifetime.

Certain Adjustments. In the event of certain changes in our capitalization, to prevent diminution or enlargement of the benefits or potential benefits available under the 2013 Plan, the administrator will adjust the number and class of shares that may be delivered under the 2013 Plan and the number, class, and price of shares covered by each outstanding award, and the numerical share limits set forth in the 2013 Plan. In the event of our proposed liquidation or dissolution, the administrator will notify participants as soon as practicable, and all awards will terminate immediately prior to the consummation of such proposed transaction.

Merger or Change in Control. Our 2013 Plan will provide that in the event of a “merger” or “change in control,” as defined under the 2013 Plan, each outstanding award will be treated as the administrator determines, except that if a successor corporation or its parent or subsidiary does not assume or substitute an equivalent award for any outstanding award, then such award will fully vest, all restrictions on such award will lapse, all performance goals or other vesting criteria applicable to such award will be deemed achieved at 100% of target levels, and such award will become fully exercisable, if applicable, for a specified period prior to the transaction. The award will then terminate upon the expiration of the specified period of time. If the service of an outside director is terminated on or following a change in control, other than pursuant to a voluntary resignation, his or her options, restricted stock units and stock appreciation rights, if any, will vest fully and become immediately exercisable, all restrictions on his or her restricted stock will lapse, and all performance goals or other vesting requirements for his or her performance shares and units will be deemed achieved at 100% of target levels, and all other terms and conditions met.

Amendment, Termination. The administrator will have the authority to amend, suspend or terminate the 2013 Plan, provided such action does not impair the existing rights of any participant. Our 2013 Plan will automatically terminate in 2023, unless we terminate it sooner.

2008 Stock Plan, as amended

Our board of directors and our stockholders adopted our 2008 Plan, in February 2008. Our 2008 Plan was most recently amended in May 2013.

Authorized Shares. Our 2008 Plan will be terminated in connection with this offering, and accordingly, no shares will be available for issuance under this plan. Our 2008 Plan will continue to govern outstanding awards granted thereunder. Our 2008 Plan provides for the grant of incentive stock options, nonqualified stock options, restricted stock, and restricted stock units. As of June 30, 2013, options to purchase 20,433,497 shares of our common stock and 483,000 shares subject to restricted common stock units remained outstanding under our 2008 Plan. Additionally, 1,447,093 shares of restricted common stock remained subject to forfeiture as of such date.

Plan Administration. Our board of directors, or a committee thereof appointed by our board of directors, has the authority to administer the 2008 Plan. Following this offering, the compensation committee will administer the 2008 Plan. Subject to the provisions of our 2008 Plan, the administrator has the full authority and discretion to take any actions it deems necessary or advisable for the administration of the 2008 Plan. The administrator also has the authority to amend existing awards to reduce or increase their exercise price, to allow participants the opportunity to transfer outstanding awards to a financial institution or other person or entity selected by the administrator, and to institute an exchange program by which outstanding awards may be surrendered in exchange for awards of the same type, which may have a higher or lower exercise price or different terms, awards of a different type and/or cash. All decisions, interpretations and other actions of the administrator will be final and binding on all participants.
Stock Options. Stock options may be granted under our 2008 Plan. The exercise price per share of all options must equal at least 100% of the fair market value per share of our common stock on the date of grant. The term of an option may not exceed 10 years. An incentive stock option held by a participant who owns more than 10% of the total combined voting power of all classes of our stock, or any parent or subsidiary corporations, may not have a term in excess of five years and must have an exercise price of at least 110% of the fair market value per share of our common stock on the date of grant. The administrator will determine the methods of payment of the exercise price of an option, which may include cash, shares, or certain other property, or other consideration acceptable to the administrator. After the termination of service of an employee, director, or consultant, the participant may generally exercise his or her options, to the extent vested as of such date of termination, for at least three months after termination. If termination is due to disability, the option will generally remain exercisable, to the extent vested as of such date of termination, for at least six months. If termination is due to death, the option will generally remain exercisable, to the extent vested as of such date of termination, for at least 12 months. However, in no event may an option be exercised after the expiration of its term.

Restricted Stock. Restricted stock may be granted under our 2008 Plan. Restricted stock awards are grants of shares of our common stock that are subject to various restrictions, including restrictions on transferability and forfeiture provisions. Shares of restricted stock will vest, and the restrictions on such shares will lapse, in accordance with terms and conditions established by the administrator.

Restricted Stock Units. Restricted stock units may be granted under our 2008 Plan. Restricted stock units are bookkeeping entries representing an amount equal to the fair market value of one share of our common stock. Subject to the provisions of our 2008 Plan, the administrator determines the terms and conditions of restricted stock units, including the vesting criteria (which may include accomplishing specified performance criteria or continued service to us) and the form and timing of payment. Notwithstanding the foregoing, the administrator, in its sole discretion, may accelerate the time at which any restrictions will lapse or be removed.

Transferability of Options. Our 2008 Plan generally does not allow for the transfer of options, and only the recipient of an option may exercise such an award during his or her lifetime.

Adjustments. In the event of certain changes in our capitalization, the number of shares reserved under our 2008 Plan, the exercise prices of, and the number of shares subject to, outstanding options, and the purchase price of, and the numbers of shares subject to, outstanding awards will be proportionately adjusted, subject to any required action by our board of directors.

Merger or Change in Control. Our 2008 Plan provides that, in the event of our dissolution or liquidation, a merger or the sale of all or substantially all of our assets, each outstanding award may be assumed or substituted for an equivalent award. In the event that awards are not assumed or substituted for, then the vesting of outstanding awards will be accelerated, and stock options will become exercisable in full prior to such corporate transaction. Stock options will then generally terminate immediately prior to the corporate transaction.

Amendment; Termination. Our board of directors may amend our 2008 Plan at any time, provided that such amendment does not impair the rights under outstanding awards without the award holder’s written consent. Upon the completion of the offering, our 2008 Plan will be terminated and no further awards will be granted thereunder. All outstanding awards will continue to be governed by their existing terms.

2004 Stock Option Plan, as amended

Our board of directors and our stockholders adopted our 2004 Stock Option Plan, or our 2004 Plan, in August 2004. Our 2004 Plan was most recently amended in February 2008. Our 2004 Plan was terminated in 2008, and accordingly, no shares are available for issuance under this plan. Our 2004 Plan will continue to govern outstanding awards granted thereunder. Our 2004 Plan provided for the grant of incentive stock options and nonqualified stock options. As of June 30, 2013, options to purchase 20,000 shares of our common stock remained outstanding under our 2004 Plan.
2013 Employee Stock Purchase Plan

Prior to the effectiveness of this offering, our board of directors intends to adopt, and we expect our stockholders to approve, our 2013 Employee Stock Purchase Plan, or the ESPP. The ESPP will become effective after the completion of this offering.

Authorized Shares. A total of [number] shares of our common stock will be made available for sale. In addition, our ESPP will provide for annual increases in the number of shares available for issuance under the ESPP on the first day of each fiscal year beginning in 2014, equal to the least of:

- % of the outstanding shares of our common stock on the first day of such fiscal year;
- shares; or
- such other amount as may be determined by our board of directors.

Plan Administration. Our board of directors, or a committee appointed by our board of directors, will administer the ESPP. We anticipate that our compensation committee will administer the ESPP. The administrator will have authority to administer the plan, including but not limited to, full and exclusive authority to interpret the terms of the ESPP, determine eligibility to participate subject to the conditions of our ESPP as described below, and to establish procedures for plan administration necessary for the administration of the ESPP, including creating sub-plans.

Eligibility. Certain of our employees will be eligible to participate if they are employed by us, or any participating subsidiary, for at least 20 hours per week and more than five months in any calendar year. However, an employee may not be granted an option to purchase stock under the ESPP if such employee:

- immediately after the grant would own stock constituting 5% or more of the total combined voting power or value of all classes of our capital stock; or
- hold rights to purchase stock under all of our employee stock purchase plans that accrue at a rate that exceeds $25,000 worth of stock for each calendar year in which the option is outstanding.

Offering Periods. Our ESPP will be intended to qualify under Section 423 of the Code, and will provide for [number] offering periods. The offering periods will generally start on the first trading day on or after [date] and [date] of each year. The administrator will be able to, in its discretion, modify the terms of future offering periods.

Payroll Deductions. Our ESPP will permit participants to purchase common stock through payroll deductions of up to % of their eligible compensation, which includes a participant’s [amount]. A participant will be able to purchase a maximum of [number] shares during a [period].

Exercise of Option. Amounts deducted and accumulated by the participant will be used to purchase shares of our common stock at the end of each six-month purchase period. The purchase price of each share will be 85% of the lower of the fair market value per share of our common stock on the first trading day of each offering period or on the exercise date. Participants will be able to end their participation at any time during an offering period, and will be paid their accrued payroll deductions that have not yet been used to purchase shares of common stock. Participation will end automatically upon termination of employment with us.

Non-Transferability. A participant will not be able to transfer rights granted under the ESPP other than by will, the laws of descent and distribution, or as otherwise provided under the ESPP.

Merger or Change in Control. In the event of our merger or change in control, as will be defined under the ESPP, a successor corporation may assume or substitute for each outstanding option. If the successor corporation
refuses to assume or substitute for each outstanding option, the offering period then in progress will be shortened, and a new exercise date will be set. The administrator will notify each participant that the exercise date has been changed and that the participant’s option will be exercised automatically on the new exercise date unless prior to such date the participant has withdrawn from the offering period.

Amendment, Termination. Our ESPP will automatically terminate in 2033, unless we terminate it sooner. The administrator will have the authority to amend, suspend or terminate our ESPP, except that, subject to certain exceptions described in the ESPP, no such action may adversely affect any outstanding rights to purchase stock under our ESPP.

Employee Incentive Plan

Our compensation committee has adopted an Employee Incentive Plan, or the Bonus Plan. The Bonus Plan allows our compensation committee to provide cash incentive awards to selected employees, including our named executive officers, based upon performance goals established by our compensation committee.

Under the Bonus Plan, our compensation committee determines the performance goals applicable to any award. Performance goals that include our financial results may be determined in accordance with GAAP, or such financial results may consist of non-GAAP financial measures, and any actual results may be adjusted by the compensation committee for one-time items or unbudgeted or unexpected items when determining whether the performance goals have been met. The goals may be on the basis of any factors the compensation committee determines relevant, and may be adjusted on an individual, divisional, business unit or company-wide basis. The performance goals may differ from participant to participant and from award to award.

Our compensation committee may, in its sole discretion and at any time, increase, reduce or eliminate a participant’s actual award, and/or increase, reduce or eliminate the amount allocated to the bonus pool for a particular performance period. The actual award may be below, at or above a participant’s target award, in the compensation committee’s discretion. Our compensation committee may determine the amount of any reduction on the basis of such factors as it deems relevant, and it is not required to establish any allocation or weighting with respect to the factors it considers.

Actual awards are paid in cash only after they are earned, which usually requires continued employment through the date a bonus is paid.

Our compensation committee has the authority to amend, alter, suspend or terminate the Bonus Plan provided such action does not impair the existing rights of any participant with respect to any earned bonus.

401(k) Plan

We maintain a tax-qualified retirement plan that provides eligible employees with an opportunity to save for retirement on a tax-advantaged basis. All participants’ interests in their deferrals are 100% vested when contributed. In 2012, we made no matching contributions into the 401(k) plan. Pre-tax contributions are allocated to each participant’s individual account and are then invested in selected investment alternatives according to the participants’ directions. The 401(k) plan is intended to qualify under Sections 401(a) and 501(a) of the Code. As a tax-qualified retirement plan, contributions to the 401(k) plan and earnings on those contributions are not taxable to the employees until distributed from the 401(k) plan, and all contributions are deductible by us when made.

Limitation on Liability and Indemnification Matters

Our amended and restated certificate of incorporation and amended and restated bylaws, each to be effective upon the completion of this offering, will provide that we will indemnify our directors and officers, and may indemnify our employees and other agents, to the fullest extent permitted by the Delaware General Corporation
Law, which prohibits our amended and restated certificate of incorporation from limiting the liability of our directors for the following:

- any breach of the director’s duty of loyalty to us or our stockholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- unlawful payment of dividends or unlawful stock repurchases or redemptions; and
- any transaction from which the director derived an improper personal benefit.

If Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of a director, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law, as so amended. Our amended and restated certificate of incorporation does not eliminate a director’s duty of care and in appropriate circumstances, equitable remedies, such as injunctive or other forms of non-monetary relief, remain available under Delaware law. This provision also does not affect a director’s responsibilities under any other laws, such as the U.S. federal securities laws or other state or U.S. federal laws. Under our amended and restated bylaws, we will also be empowered to purchase insurance on behalf of any person whom we are required or permitted to indemnify.

In addition to the indemnification required in our amended and restated certificate of incorporation and amended and restated bylaws, we have entered into indemnification agreements with certain of our current directors and officers. These agreements provide indemnification for certain expenses and liabilities incurred in connection with any action, suit, proceeding, or alternative dispute resolution mechanism, or hearing, inquiry, or investigation that may lead to the foregoing, to which they are a party, or are threatened to be made a party, by reason of the fact that they are or were a director, officer, employee, agent, or fiduciary of our company, or any of our subsidiaries, by reason of any action or inaction by them while serving as an officer, director, agent, or fiduciary, or by reason of the fact that they were serving at our request as a director, officer, employee, agent, or fiduciary of another entity. In the case of an action or proceeding by, or in the right of, our company or any of our subsidiaries, no indemnification will be provided for any claim where a court determines that the indemnified party is prohibited from receiving indemnification. We believe that these bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers. We also maintain directors’ and officers’ liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. A stockholder’s investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Insofar as we may provide indemnification for liabilities arising under the Securities Act to our directors, officers, and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. There is no pending litigation or proceeding naming any of our directors or officers as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.
CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

We describe below transactions, and series of related transactions, since January 1, 2010, to which we were or will be a party, in which:

• the amounts involved exceeded or will exceed $120,000; and
• any of our directors, executive officers, or beneficial holders of more than 5% of any class of our capital stock, or their immediate family members, had or will have a direct or indirect material interest.

Other than as described below, there has not been, nor is there any currently proposed, transactions or series of related transactions to which we have been or will be a party other than compensation arrangements, which are described where required under the headings “Management—Director Compensation Table” and “Executive Compensation.”

Equity Financings

Series F Convertible Preferred Stock Transaction

In December 2012 and January 2013, we sold an aggregate of 4,748,591 shares of our Series F convertible preferred stock at a purchase price per share of approximately $10.53, for an aggregate purchase price of approximately $50 million. The following table summarizes purchases of our Series F convertible preferred stock by persons who hold more than 5% of our outstanding capital stock and entities affiliated with our directors:

<table>
<thead>
<tr>
<th>Name of Stockholder</th>
<th>Shares of Series F Convertible Preferred Stock</th>
<th>Total Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAG Ventures Entities(1)</td>
<td>446,378</td>
<td>$ 4,700,093</td>
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<tr>
<td>Sequoia Capital Entities(2)</td>
<td>919,590</td>
<td>9,682,731</td>
</tr>
<tr>
<td>Norwest Venture Partners Entities(3)</td>
<td>886,417</td>
<td>9,333,439</td>
</tr>
<tr>
<td>JAFCO Technology Partners Entities(4)</td>
<td>314,357</td>
<td>3,309,991</td>
</tr>
<tr>
<td>SVB Entities(5)</td>
<td>273,192</td>
<td>2,876,548</td>
</tr>
<tr>
<td>Alameda Alpha, LLC(6)</td>
<td>18,994</td>
<td>199,995</td>
</tr>
</tbody>
</table>

(1) Affiliates of DAG Ventures holding our securities whose shares are aggregated for purposes of reporting share ownership information include DAG Ventures III-QP, L.P., DAG Ventures III, L.P., DAG Ventures GP Fund III, LLC and DAG Ventures III-A, LLC.

(2) Affiliates of Sequoia Capital holding our securities whose shares are aggregated for purposes of reporting share ownership information include Sequoia Capital XI, Sequoia Capital XI Principals Fund and Sequoia Technology Partners XI. William M. Coughran Jr., a member of our board of directors, is affiliated with the Sequoia Capital Entities.

(3) Affiliates of Norwest Venture Partners holding our securities whose shares are aggregated for purposes of reporting share ownership information include Norwest Venture Partners IX, LP and Norwest Venture Partners VIII, LP. Promod Haque, a member of our board of directors, is affiliated with the Norwest Venture Partner Entities.

(4) Affiliates of JAFCO Technology Partners holding our securities whose shares are aggregated for purposes of reporting share ownership information include JAFCO Technology Partners, L.P. and JAFCO Technology Partners II, L.P.

(5) Affiliates of SVB holding our securities whose shares are aggregated for purposes of reporting share ownership information include Silicon Valley BancVentures, L.P., SVB Capital Partners II, L.P. and SVB Financial Group.

(6) Gaurav Garg, a member of our board of directors, is affiliated with Alameda Alpha, LLC.
**Series E Convertible Preferred Stock Transaction**

In December 2010, we sold an aggregate of 4,411,761 shares of our Series E convertible preferred stock at a purchase price per share of $1.36, for an aggregate purchase price of approximately $6 million. The following table summarizes purchases of our Series E convertible preferred stock by persons who hold more than 5% of our outstanding capital stock and entities affiliated with our directors:

<table>
<thead>
<tr>
<th>Name of Stockholder</th>
<th>Shares of Series E Convertible Preferred Stock</th>
<th>Total Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAG Ventures Entities(1)</td>
<td>542,319</td>
<td>$737,554</td>
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<tr>
<td>Sequoia Capital Entities(2)</td>
<td>1,118,084</td>
<td>1,520,594</td>
</tr>
<tr>
<td>Norwest Venture Partners Entities(3)</td>
<td>1,083,453</td>
<td>1,473,496</td>
</tr>
<tr>
<td>JAFCO Technology Partners Entities(4)</td>
<td>392,491</td>
<td>533,788</td>
</tr>
<tr>
<td>SVB Entities(5)</td>
<td>315,346</td>
<td>428,871</td>
</tr>
<tr>
<td>Hilltop Family Partnership(6)</td>
<td>9,911</td>
<td>13,479</td>
</tr>
<tr>
<td>Gaurav Garg and Komal Shah Trust dated 4/27/00(7)</td>
<td>28,511</td>
<td>38,775</td>
</tr>
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</table>

(1) Affiliates of DAG Ventures holding our securities whose shares are aggregated for purposes of reporting share ownership information include DAG Ventures III-QP, L.P., DAG Ventures III, L.P., DAG Ventures GP Fund III, LLC and DAG Ventures III-A, LLC.

(2) Affiliates of Sequoia Capital holding our securities whose shares are aggregated for purposes of reporting share ownership information include Sequoia Capital XI, Sequoia Capital XI Principals Fund and Sequoia Technology Partners XI. William M. Coughran Jr., a member of our board of directors, is affiliated with the Sequoia Capital Entities.

(3) Affiliates of Norwest Venture Partners holding our securities whose shares are aggregated for purposes of reporting share ownership information include Norwest Venture Partners IX, LP and Norwest Venture Partners VIII, L.P. Promod Haque, a member of our board of directors, is affiliated with the Norwest Venture Partners Entities.

(4) Affiliates of JAFCO Technology partners holding our securities whose shares are aggregated for purposes of reporting share ownership information include JAFCO Technology Partners, L.P. and JAFCO Technology Partners II, L.P.

(5) Affiliates of SVB holding our securities whose shares are aggregated for purposes of reporting share ownership information include Silicon Valley BancVentures, L.P., SVB Capital Partners II, L.P., and SVB Financial Group.

(6) Gaurav Garg, a member of our board of directors, is affiliated with Hilltop Family Partnership.

(7) Gaurav Garg, a member of our board of directors, is affiliated with the Gaurav Garg and Komal Shah Trust dated 4/27/00.
**Series D Convertible Preferred Stock Transaction**

In February 2010, we sold an aggregate of 13,176,870 shares of our Series D convertible preferred stock at a purchase price per share of approximately $0.39, for an aggregate purchase price of approximately $5.1 million. The following table summarizes purchases of our Series D convertible preferred stock in February 2010 by persons who hold more than 5% of our outstanding capital stock and entities affiliated with our directors:

<table>
<thead>
<tr>
<th>Name of Stockholder</th>
<th>Shares of Series D Convertible Preferred Stock</th>
<th>Total Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAG Ventures Entities(1)</td>
<td>1,919,602</td>
<td>$ 745,491</td>
</tr>
<tr>
<td>Sequoia Capital Entities(2)</td>
<td>4,470,198</td>
<td>1,736,034</td>
</tr>
<tr>
<td>Norwest Venture Partners Entities(3)</td>
<td>4,412,528</td>
<td>1,713,637</td>
</tr>
<tr>
<td>JAFCO Technology Partners Entities(4)</td>
<td>814,610</td>
<td>316,360</td>
</tr>
<tr>
<td>SVB Entities(5)</td>
<td>989,522</td>
<td>384,288</td>
</tr>
<tr>
<td>Hilltop Family Partnership(6)</td>
<td>13,576</td>
<td>5,272</td>
</tr>
<tr>
<td>Gaurav Garg and Komal Shah Trust dated 4/27/00(7)</td>
<td>54,306</td>
<td>21,090</td>
</tr>
</tbody>
</table>

(1) Affiliates of DAG Ventures holding our securities whose shares are aggregated for purposes of reporting share ownership information include DAG Ventures III-QP, L.P., DAG Ventures III, L.P., DAG Ventures GP Fund III, LLC and DAG Ventures III-A, LLC.

(2) Affiliates of Sequoia Capital holding our securities whose shares are aggregated for purposes of reporting share ownership information include Sequoia Capital XI, Sequoia Capital XI Principals Fund and Sequoia Technology Partners XI. William M. Coughran, Jr., a member of our board of directors, is affiliated with the Sequoia Capital Entities.

(3) Affiliates of Norwest Venture Partners holding our securities whose shares are aggregated for purposes of reporting share ownership information include Norwest Venture Partners IX, LP and Norwest Venture Partners VIII, L.P. Promod Haque, a member of our board of directors, is affiliated with the Norwest Venture Partners Entities.

(4) Affiliates of JAFCO Technology partners holding our securities whose shares are aggregated for purposes of reporting share ownership information include JAFCO Technology Partners, L.P. and JAFCO Technology Partners II, L.P.

(5) Affiliates of SVB holding our securities whose shares are aggregated for purposes of reporting share ownership information include Silicon Valley BancVentures, L.P., SVB Capital Partners II, L.P., and SVB Financial Group.

(6) Gaurav Garg, a member of our board of directors, is affiliated with Hilltop Family Partnership.

(7) Gaurav Garg, a member of our board of directors, is affiliated with the Gaurav Garg and Komal Shah Trust dated 4/27/00.

**Investors’ Rights Agreement**

We are party to an investors’ rights agreement that provides that holders of our convertible preferred stock, including certain holders of 5% of our capital stock and entities affiliated with certain of our directors, have certain registration rights, including the right to demand that we file a registration statement or request that their shares be covered by a registration statement that we are otherwise filing. For a more detailed description of these registration rights, see “Description of Capital Stock—Registration Rights.”

**Voting Agreement**

Our amended and restated voting agreement, as amended, or the voting agreement, among us and certain purchasers of our preferred stock, including our principal stockholders with whom certain of our directors are affiliated, requires the stockholders who are parties thereto to vote their shares on certain matters pursuant to the
terms of the voting agreement, including with respect to the election of directors. Pursuant to the voting agreement, each of Sequoia Capital and Norwest Venture Partners was granted the right to designate one member of our board of directors, as long as at least one million shares of our preferred stock remains outstanding. William M. Coughran Jr. and Promod Haque were designated by Sequoia Capital and Norwest Venture Partners, respectively, under the voting agreement. Upon the completion of this offering, the voting agreement will terminate, and there will be no further contractual obligations regarding the election of our directors. Our current directors will continue to serve as directors until their resignations, removal or until their successors are duly elected by the holders of our common stock.

Loans to Executive Officers

Ashar Aziz

On January 29, 2010, June 30, 2010, May 30, 2012 and June 18, 2012, in connection with the exercise of options held by Ashar Aziz, our Chief Technology Officer, Chief Strategy Officer and Vice Chairman of the Board, we loaned Mr. Aziz approximately $151,956, $59,935, $2,670,424 and $799,301, respectively, for the purchase of 2,170,794, 856,218, 1,618,439 and 484,425 shares of our common stock, respectively, pursuant to full-recourse promissory notes and stock pledge agreements. As amended by the offer letter with Mr. Aziz, the interest on these promissory notes was reset to be equal to the minimum interest rate required to avoid the imputation of interest under the Code. As of December 31, 2012, the outstanding principal amount of these loans was $3,681,616, which was the largest aggregate amount of principal outstanding during the last three years. The balance of $3,733,868, including principal of $3,681,616 and total accrued interest of $52,251, was repaid in full by Mr. Aziz in March 2013.

David G. DeWalt

On May 25, 2012, in connection with the exercise of options held by David G. DeWalt, our Chief Executive Officer, we loaned Mr. DeWalt $3,559,852 for the purchase of 2,157,486 shares of our common stock, pursuant to a full-recourse promissory note and stock pledge agreement. This loan bore interest at the rate per annum of 1.07%, compounded annually. As of December 31, 2012, the outstanding principal amount of this loan was $3,559,852, which was the largest aggregate amount of principal outstanding during the last three years. The balance of $3,602,960, including principal of $3,559,852 and total accrued interest of $43,108, was repaid in full by Mr. DeWalt in April 2013.

Indemnification Agreements

We have also entered into indemnification agreements with our directors and certain of our executive officers. The indemnification agreements and our amended and restated certificate of incorporation and amended and restated bylaws require us to indemnify our directors and officers to the fullest extent permitted by Delaware law. See “Executive Compensation—Limitation on Liability and Indemnification Matters.”

Policies and Procedures for Related Party Transactions

Our audit committee has adopted a formal written policy providing that our audit committee is responsible for reviewing “related party transactions,” which are transactions (i) in which we were, are or will be a participant, (ii) in which the aggregate amount involved exceeds or may be expected to exceed $50,000, and (iii) in which a related person had, has or will have a direct or indirect material interest. For purposes of this policy, a related person is defined as a director, nominee for director, executive officer, or greater than 5% beneficial owner of our common stock and their immediate family members. Under this policy, all related party transactions may be consummated or continued only if approved or ratified by our audit committee. In determining whether to approve or ratify any such proposal, our audit committee will take into account, among other factors it deems appropriate, (i) whether the transaction is on terms no less favorable than terms generally
available to an unaffiliated third party under the same or similar circumstances and (ii) the extent of the related party’s interest in the transaction. The policy grants standing pre-approval of certain transactions, including (i) certain compensation arrangements of executive officers, (ii) certain director compensation arrangements, (iii) transactions with another company at which a related party’s only relationship is as a non-executive employee, director or beneficial owner of less than 10% of that company’s shares and the aggregate amount involved does not exceed the greater of $500,000 or 2% of the company’s total annual revenue, (iv) transactions where a related party’s interest arises solely from the ownership of our common stock and all holders of our common stock received the same benefit on a pro rata basis, and (v) transactions available to all U.S. employees generally.
**PRINCIPAL STOCKHOLDERS**

The following table sets forth certain information with respect to the beneficial ownership of our common stock as of June 30, 2013, as adjusted to reflect the sale of common stock in this offering, for:

- each of our directors;
- each of our executive officers, including our named executive officers;
- all of our current directors and executive officers as a group; and
- each person, or group of affiliated persons, known to us to beneficially own more than 5% of our common stock.

We have determined beneficial ownership in accordance with the rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Except as indicated by the footnotes below, we believe, based on information furnished to us, that the persons and entities named in the table below have sole voting and sole investment power with respect to all shares of common stock that they beneficially owned, subject to applicable community property laws.

Applicable percentage ownership is based on 102,295,849 shares of common stock outstanding as of June 30, 2013, assuming the automatic conversion of our convertible preferred stock into common stock as of immediately prior to the completion of this offering. In computing the number of shares of common stock beneficially owned by a person and the percentage ownership of such person, we deemed to be outstanding all shares of common stock subject to options held by such person that are currently exercisable or exercisable within 60 days of June 30, 2013. However, we did not deem such shares outstanding for the purpose of computing the percentage ownership of any other person.

Unless otherwise indicated, the address of each beneficial owner listed in the table below is c/o FireEye, Inc., 1440 McCarthy Blvd., Milpitas, CA 95035.

| Name of Beneficial Owner* | Beneficial Ownership Prior to this Offering | | | Beneficial Ownership After this Offering | | |
|---------------------------|-------------------------------------------|---|---|
|                           | Number | Percent | Number | Percent |
| 5% Stockholders:          |        |         |        |         |
| Sequoia Capital Entities(1) | 21,622,411 | 21.1% | | |
| Norwest Venture Partners Entities(2) | 20,843,865 | 20.4% | | |
| Ashar Aziz(3)              | 10,910,000 | 10.7% | | |
| DAG Ventures Entities(4)   | 10,488,156 | 10.3% | | |
| JAFCO Technology Partners Entities(5) | 7,581,860 | 7.4% | | |
| SVB Entities(6)            | 6,424,003 | 6.3% | | |
| Directors and Executive Officers, including our Named Executive Officers: | | | | |
| David G. DeWalt(7)         | 4,603,790 | 4.5% | | |
| Ashar Aziz(3)              | 10,910,000 | 10.7% | | |
| Michael J. Sheridan(8)     | 1,213,498 | 1.2% | | |
| Jeffrey C. Williams(9)     | 1,996,719 | 1.9% | | |
| Alexa King(10)             | 350,000 | * | | |
| Bahman Mahbod(11)          | 1,257,659 | 1.2% | | |
| Gaurav Garg(12)            | 1,708,720 | 1.7% | | |
| Promod Haque(13)           | 20,843,865 | 20.4% | | |
| Ronald E. F. Codd(14)      | 250,000 | * | | |
| William M. Coughran Jr.(15) | — | — | | |
| Robert F. Lenz(16)         | 430,382 | * | | |
| Enrique Salem(17)          | 200,000 | * | | |
| All current directors and executive officers as a group (12 persons) (18) | 43,764,633 | 41.7% | | |
* Represents beneficial ownership of less than one percent (1%).

+ Options to purchase shares of our capital stock included in this table are generally early exercisable, and to the extent such shares are unvested as of a given date, such shares will remain subject to a right of repurchase held by us.

1. Consists of (i) 18,961,167 shares held of record by Sequoia Capital XI, LP, (ii) 2,062,304 shares held of record by Sequoia Capital XI Principals Fund, LLC, and (iii) 598,940 shares held of record by Sequoia Technology Partners XI, LP (collectively referred to as the “Sequoia Capital Funds”). SC XI Management, LLC is the general partner of Sequoia Capital XI, LP and Sequoia Technology Partners XI, LP and is the managing member of Sequoia Capital XI Principals Fund, LLC. The managing members of SC XI Management, LLC are Michael Goguen, Douglas Leone and Michael Moritz. As a result, and by virtue of the relationships described in this footnote, each of the managing members of SC XI Management, LLC may be deemed to share voting and investment power over the shares held by the Sequoia Capital Funds. Messrs. Goguen, Leone and Moritz disclaim beneficial ownership of the shares held of record by the Sequoia Capital Entities. The address of each of the entities identified in this footnote is 3000 Sand Hill Road, Suite 4-250, Menlo Park, CA 94025.

2. Consists of (i) 3,070,548 shares held of record by Norwest Venture Partners VIII, LP and (ii) 17,773,317 shares held of record by Norwest Venture Partners IX, LP (collectively referred to as the “Norwest Venture Partners Entities”). NVP Associates, LLC, or NVP, is the managing member of the general partners of the Norwest Venture Partners Entities, and may be deemed to share voting and investment power over the shares held by Norwest Venture Partners Entities. Promod Haque, Jeffrey Crowe and Matthew Howard, as co-chief executive officers of NVP and members of the general partners, may be deemed to share voting and investment power with respect to the shares held of record by Norwest Venture Partners Entities. The address for the Norwest Venture Partners entities is 525 University Avenue, #800, Palo Alto, CA 94301. Promod Haque is a member of our board of directors.

3. Consists of 10,910,000 shares held of record by Mr. Aziz, as Trustee of the Ashar Aziz Family Trust dated March 16, 2012, 1,807,188 of which were issued upon early exercise of stock options and remained subject to further vesting as of 60 days following June 30, 2013. Shares issued upon early exercise of stock options remain subject to the vesting schedule applicable to the exercised stock options, and we have a right to repurchase any unvested shares at the original exercise price if Mr. Aziz ceases to provide services to us prior to the date on which all such shares have vested. Mr. Aziz, as trustee, has sole voting and investment power with respect to the shares held of record by the Ashar Aziz Family Trust dated March 16, 2012. In connection with a personal loan, Mr. Aziz has entered into a Security and Pledge Agreement, pursuant to which Mr. Aziz has granted to the lender a security interest in all of the shares of our common stock held by Mr. Aziz, as Trustee of the Ashar Aziz Family Trust dated March 16, 2012.

4. Consists of (i) 8,791 shares held of record by DAG Ventures GP Fund III, LLC, (ii) 8,920,335 shares held of record by DAG Ventures III-QP, L.P., (iii) 839,090 shares held of record by DAG Ventures III, L.P., and (iv) 719,940 shares held of record by DAG Ventures III-A, LLC (collectively referred to as the “DAG Ventures Entities”). DAG Ventures Management III, LLC is the Managing Member of each of DAG Ventures GP Fund III, LLC and DAG Ventures III-A, LLC and the general partner of each of DAG Ventures III-QP, L.P. and DAG Ventures III, L.P. R. Thomas Goodrich and John J. Cadeddu, the managing members of DAG Ventures Management III, LLC, may be deemed to share voting and investment power with respect to the shares held of record by the DAG Ventures Entities. The address for these entities is 251 Lytton Avenue, Suite 200, Palo Alto, CA 94301.

5. Consists of (i) 7,267,503 shares held of record by JAFCO Technology Partners, L.P. and (ii) 314,357 shares held of record by JAFCO Technology Partners II, L.P. (collectively referred to as the “JAFCO Technology Partners Entities”). JTP Management Associates, L.L.C. (“JTPMA I”) is the general partner of JAFCO Technology Partners II, L.P., and JTM Management Associates II, L.L.C. (“JTPMA II”) is
the general partner of JAFCO Technology Partners II, L.P. Joseph Horowitz, Thomas Mawhinney and Tsunesaburo Sugaya are the managing members of JTPMA I and JTPMA II and may be deemed to share voting and investment power with respect to the shares held of record by the JAFCO Technology Partners Entities. The address for these entities is 505 Hamilton Avenue, Palo Alto, CA 94301.

(6) Consists of (i) warrants to purchase 311,747 shares held by SVB Financial Group (ii) 3,056,128 shares held of record by Silicon Valley BancVentures, L.P. and (iii) 3,056,128 shares held of record by SVB Capital Partners II, L.P. (collectively referred to as the “SVB Entities”). SVB Financial Group is the controlling stockholder of Silicon Valley BancVentures, Inc., the general partner of Silicon Valley BancVentures, L.P. and is also the managing member of SVB Capital Partners II, LLC, which is the general partner of SVB Capital Partners II, L.P. SVB Financial Group is a reporting company listed on NASDAQ Global market. Through the authority delegated by SVB Financial Group’s Finance Committee of the Board of Directors, Michael D. Kruse, Treasurer of SVB Financial Group, has voting and investment power over the warrants and underlying shares held by SVB Financial Group. The Silicon Valley BancVentures, L.P. and SVB Capital Partners II, L.P. investment committees each (i) have voting and investment power over the shares held by Silicon Valley BancVentures, L.P. and SVB Capital Partners II, L.P. and (ii) are comprised of senior investment professionals employed by an affiliate of SVB Financial Group, Silicon Valley BancVentures, L.P. and SVB Capital Partners II, L.P. are affiliates of a broker-dealer. At the time of issuance, each of SVB Financial Group, Silicon Valley BancVentures, L.P. and SVB Capital Partners II, L.P. represented to us that each entity acquired the securities as an investment, purchased the shares to be sold in the ordinary course of business and, at the time of the purchase, had no agreements or understandings, directly or indirectly with any person to distribute shares. The address of SVB Financial Group’s headquarters is 3003 Tasman Drive, Santa Clara, CA 95054.

(7) Consists of (i) 3,984,846 shares held of record by Mr. DeWalt, 2,157,486 of which were issued upon early exercise of stock options and remained subject to further vesting as of 60 days following June 30, 2013 and 1,372,027 of which were issued pursuant to a stock grant and remained subject to further vesting as of 60 days following June 30, 2013, (ii) 180,944 shares issuable upon exercise of stock options exercisable within 60 days of June 30, 2013, of which 33,926 shares were fully vested as of such date, (iii) 219,000 shares held of record by David G. DeWalt and Mary Kathleen DeWalt, trustees of David G. DeWalt 2009 Irrevocable Trust and (iv) 219,000 shares held of record by David G. DeWalt and Mary Kathleen DeWalt, trustees of Mary Kathleen DeWalt 2009 Irrevocable Trust. Shares issued upon early exercise of stock options remain subject to the vesting schedule applicable to the exercised stock options. We have a right to repurchase any unvested shares issued upon early exercise of stock options at the original exercise price if Mr. DeWalt ceases to provide services to us prior to the date on which all such shares have vested. The unvested shares issued pursuant to the stock grant are subject to forfeiture if Mr. DeWalt ceases to provide services to us prior to the date on which all such shares have vested. Mr. DeWalt shares voting and investment power with respect to the shares held of record by David G. DeWalt and Mary Kathleen DeWalt, trustees of the David G. DeWalt 2009 Irrevocable Trust and David G. DeWalt and Mary Kathleen DeWalt, trustees of the Mary Kathleen DeWalt 2009 Irrevocable Trust.

(8) Consists of (i) 1,207,498 shares held of record by Mr. Sheridan, 559,395 of which were issued pursuant to a restricted stock purchase agreement and remained subject to further vesting as of 60 days following June 30, 2013 and (ii) 6,000 shares held of record by Mr. Sheridan, as custodian for the benefit of his minor children. We have a right to repurchase, at the original purchase price, any unvested shares issued pursuant to the restricted stock purchase agreement if Mr. Sheridan ceases to provide services to us prior to the date on which all such shares have vested.

(9) Consists of (i) 510,000 shares held of record by Mr. Williams and (ii) 1,486,719 shares issuable pursuant to outstanding stock options exercisable within 60 days of June 30, 2013, of which 1,235,254 were fully vested as of such date.

(10) Consists of 350,000 shares held of record by Ms. King and David Yamamoto as community property with the right of survivorship, 233,334 of which were issued upon early exercise of stock options and remained subject to further vesting as of 60 days following June 30, 2013. Shares
issued upon early exercise of stock options remain subject to the vesting schedule applicable to the exercised stock options, and we have a right to repurchase any unvested shares at the original exercise price if Ms. King ceases to provide services to us prior to the date on which all shares have vested. Ms. King has shared voting and investment power with respect to the shares held of record by Ms. King and David Yamamoto as community property with the right of survivorship.

(11) Consists of (i) 866,659 shares held of record by Mr. Mahbod and (ii) 391,000 shares issuable pursuant to outstanding stock options exercisable within 60 days of June 30, 2013, of which 213,125 were fully vested as of such date.

(12) Consists of (i) 725,944 shares held of record by the Gaurav Garg and Komal Shah Trust dated April 27, 2000 (the “Trust”), 179,827 of which were issued upon early exercise of stock options and remained subject to further vesting as of 60 days following June 30, 2013, (ii) 228,134 shares held of record by Gaurav Garg and Komal Shah, Trustees of the Garg/Shah GRAT Number One (“Grat No. 1”), (iii) 228,133 shares held of record by Gaurav Garg and Komal Shah, Trustees of the Garg/Shah GRAT Number Two (“Grat No. 2”), (iv) 507,515 shares held of record by Hilltop Family Partnership, and (v) 18,994 shares held of record by Alameda Alpha, LLC. Mr. Garg and Komal Shah are the general partners of Hilltop Family Partnership and share voting and investment power with respect to the shares held of record by such entity. Mr. Garg and J. Peter Wagner are the general partners of Alameda Alpha, LLC and share voting and investment power with respect to the shares held of record by such entity. Mr. Garg, as trustee, has shared voting and investment power with respect to the shares held of record by the Trust, Grat No. 1 and Grat No. 2. Shares issued upon early exercise of stock options remain subject to the vesting schedule applicable to the exercised stock options, and we have a right to repurchase any unvested shares at the original exercise price if Mr. Garg ceases to provide services to us prior to the date on which all such shares have vested.

(13) Consists of 20,843,865 shares held by Norwest Venture Partners Entities described in footnote (2) above. Mr. Haque is a member of the general partners of Norwest Venture Partners VIII, LP and Norwest Venture Partners IX, LP (Itasca VC Partners VIII, LLP and Genesis VC Partners IX, LLC, respectively). Mr. Haque is also an officer of NVP Associates, LLC, the managing member of Norwest Venture Partners VIII, LP and Norwest Venture Partners IX, LP and a limited partner of such funds, and as such may be deemed to share voting and investment power with respect to all shares held by such entities.

(14) Consists of (i) 125,000 shares held of record by the Codd Revocable Trust Dtd March 6, 1998, 57,292 of which were issued upon early exercise of stock options and remained subject to further vesting as of 60 days following June 30, 2013, and (ii) 125,000 shares issuable pursuant to outstanding stock options exercisable within 60 days of June 30, 2013, none of which were vested as of such date. Shares issued upon early exercise of stock options remain subject to the vesting schedule applicable to the exercised stock options, and we have a right to repurchase any unvested shares at the original exercise price if Mr. Codd ceases to provide services to us prior to the date on which all such shares have vested. Mr. Codd, as trustee, has shared voting and investment power with respect to the shares held of record by the Codd Revocable Trust Dtd March 6, 1998.

(15) Excludes shares held of record by the Sequoia Capital Entities.

(16) Consists of 430,382 shares issuable pursuant to outstanding stock options exercisable within 60 days of June 30, 2013, of which 385,550 were fully vested as of such date.

(17) Consists of 200,000 shares held of record by Enrique Salem, all of which were issued upon early exercise of stock options and remained subject to further vesting as of 60 days following June 30, 2013. Shares issued upon early exercise of stock options remain subject to the vesting schedule applicable to the exercised stock options, and we have a right to repurchase any unvested shares at the original exercise price if Mr. Salem ceases to provide services to us prior to the date on which all such shares have vested.

(18) Consists of (i) 41,150,588 shares beneficially owned by our current directors and executive officers, of which 6,566,549 remained subject to further vesting within 60 days of June 30, 2013; and (ii) 2,614,045 shares issuable pursuant to stock options exercisable within 60 days of June 30, 2013, of which 1,867,855 were fully vested as of such date.
DESCRIPTION OF CAPITAL STOCK

General

The following is a summary of the rights of our common stock and preferred stock and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws as they will be in effect upon the completion of this offering. This summary does not purport to be complete and is qualified in its entirety by the provisions of our amended and restated certificate of incorporation and amended and restated bylaws, copies of which have been filed as exhibits to the registration statement of which this prospectus is a part.

Immediately following the completion of this offering, our authorized capital stock will consist of shares, with a par value of $0.0001 per share, of which:

- shares are designated as common stock; and
- shares are designated as preferred stock.

As of June 30, 2013, there were 102,295,849 shares of our common stock outstanding, held by approximately 260 stockholders of record, and no shares of preferred stock, assuming the automatic conversion of all outstanding shares of our convertible preferred stock into common stock effective immediately prior to the completion of this offering. In addition, as of June 30, 2013, there were outstanding options to acquire 20,433,497 shares of our common stock and outstanding warrants to purchase 615,790 shares of our common stock, assuming the automatic conversion of all warrants exercisable for shares of our convertible preferred stock into warrants exercisable for shares of our common stock as of immediately prior to the completion of this offering.

Common Stock

The holders of common stock are entitled to one vote per share on all matters submitted to a vote of our stockholders and do not have cumulative voting rights. Accordingly, holders of a majority of the shares of common stock entitled to vote in any election of directors may elect all of the directors standing for election. Subject to preferences that may be applicable to any preferred stock outstanding at the time, the holders of outstanding shares of common stock are entitled to receive ratably any dividends declared by our board of directors out of assets legally available. See the section entitled “Dividend Policy.” Upon our liquidation, dissolution, or winding up, holders of our common stock are entitled to share ratably in all assets remaining after payment of liabilities and the liquidation preference of any then outstanding shares of preferred stock. Holders of common stock have no preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions applicable to the common stock.

Preferred Stock

After the completion of this offering, no shares of preferred stock will be outstanding. Pursuant to our amended and restated certificate of incorporation, our board of directors will have the authority, without further action by the stockholders, to issue from time to time up to shares of preferred stock in one or more series. Our board of directors may designate the rights, preferences, privileges, and restrictions of the preferred stock, including dividend rights, conversion rights, voting rights, redemption rights, liquidation preference, sinking fund terms, and the number of shares constituting any series or the designation of any series. The issuance of preferred stock could have the effect of restricting dividends on the common stock, diluting the voting power of the common stock, impairing the liquidation rights of the common stock, or delaying, deterring, or preventing a change in control. Such issuance could have the effect of decreasing the market price of the common stock. We currently have no plans to issue any shares of preferred stock.
Warrants

As of June 30, 2013, warrants to purchase 245,899 shares of our Series A-2 convertible preferred stock at an exercise price of $0.61 per share were outstanding. Upon the completion of this offering, the warrants will become exercisable for 288,459 shares of common stock.

As of June 30, 2013, warrants to purchase 118,942 shares of our Series B convertible preferred stock were outstanding at an exercise price of $1.32 per share. Upon the completion of this offering, these warrants will become exercisable for 166,670 shares of common stock.

As of June 30, 2013, a warrant to purchase 100,000 shares of our Series D convertible preferred stock at an exercise price of approximately $0.39 per share was outstanding. Upon the completion of this offering, the warrant will become exercisable for the same number of shares of common stock.

As of June 30, 2013, a warrant to purchase 60,661 shares of our Series E convertible preferred stock was outstanding at an exercise price of $1.36 per share. Upon the completion of this offering, the warrant will become exercisable for the same number of shares of common stock.

Each of these warrants have a net exercise provision under which its holder may, in lieu of payment of the exercise price in cash, surrender the warrant and receive a net amount of shares based on the fair market value of the underlying shares at the time of exercise of the warrant after deduction of a number of shares equal in value to the aggregate exercise price. Each warrant contains provisions for the adjustment of the exercise price and the number of shares issuable upon the exercise of the warrant in the event of certain stock dividends, stock splits, reorganizations, reclassifications and consolidations. The holders of the shares issuable upon exercise of our warrants are entitled to piggy-back and Form S-3 registration rights with respect to such shares as described in greater detail below under the heading “—Registration Rights.”

Registration Rights

Following the completion of this offering, the holders of shares of our common stock issued upon the conversion of our convertible preferred stock and upon the exercise of outstanding warrants, or their permitted transferees, will be entitled to rights with respect to the registration of these shares under the Securities Act. These rights are provided under the terms of an investors’ rights agreement between us and the holders of these shares, which was entered into in connection with our convertible preferred stock financings, and include demand registration rights, piggyback registration rights, and Form S-3 registration rights. In any registration made pursuant to such investors’ rights agreement, all expenses (other than underwriting discounts and commissions and stock transfer taxes applicable to the securities registered by the selling stockholders) of underwritten registrations will be borne by us. These registration rights terminate three years following the completion of this offering.

Pursuant to his offer letter, Mr. Aziz has certain registration rights as described in greater detail under the heading “Executive Compensation—Employment Agreements for Executive Officers.”

Demand Registration Rights

Following the completion of this offering, the holders of an aggregate of shares of our common stock, or their permitted transferees, will be entitled to demand registration rights. Under the terms of the investors’ rights agreement, we will be required, upon the written request of holders of at least 30% of the shares that are entitled to registration rights under the investors’ rights agreement, to register, as soon as practicable, all or a portion of these shares for public resale. We are required to effect only two registrations pursuant to this provision of the investors’ rights agreement. We are not required to effect a demand registration until the earlier of (i) 180 days after the effective date of this offering or (ii) December 27, 2014. Such request for registration must cover that number of shares with an anticipated aggregate offering price of $15,000,000. We will not be
required to effect a demand registration during the period beginning 60 days prior to our good faith estimate of the date of the filing of, and 180 days following the effective date of, a registration statement relating to a public offering of our securities. We may defer the filing of a registration statement once during any 12 month period for a period of not more than 90 days, if we provide a certificate stating that in the good faith judgment of our board of directors, it would be seriously detrimental to us and our stockholders for the registration statement to be effected at that time; provided that, during such 90 day period, we do not register any securities for our own account or any other stockholder.

**Piggyback Registration Rights**

Following the completion of this offering, the holders of an aggregate of shares of our common stock or their permitted transferees will be entitled to piggyback registration rights. If we register any of our securities for our own account, after the completion of this offering, the holders of these shares will be entitled to include their shares in the registration. The underwriters of any underwritten offering have the right to limit the number of shares registered by these holders for marketing reasons, subject to limitations set forth in the investors’ rights agreement.

**Form S-3 Registration Rights**

Following the completion of this offering, the holders of an aggregate of shares of our common stock or their permitted transferees will also be entitled to Form S-3 registration rights. If we are eligible to file a registration statement on Form S-3, and have not done so within the preceding 12 month period, these holders have the right, upon written request from holders of at least 30% of the shares that are entitled to registration rights under the investors’ rights agreement, to have such shares registered by us if the proposed aggregate offering price of the shares to be registered by the holders requesting registration is at least $5,000,000, subject to exceptions set forth in the investors’ rights agreement. We may defer the filing of the Form S-3 registration statement once during any 12 month period for a period of not more than 90 days, if we provide a certificate stating that in the good faith judgment of our board of directors, it would be seriously detrimental to us and our stockholders for the registration statement to be effected at that time; provided that, during such 90 day period, we do not register any securities for our own account or any other stockholder.

**Anti-Takeover Effects of Delaware Law and Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws**

Our amended and restated certificate of incorporation and amended and restated bylaws to be effective upon the completion of this offering will contain provisions that could have the effect of delaying, deferring, or discouraging another party from acquiring control of us. These provisions and certain provisions of Delaware law, which are summarized below, could discourage takeovers, coercive or otherwise. These provisions are also designed, in part, to encourage persons seeking to acquire control of us to negotiate first with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us.

**Undesignated Preferred Stock.** As discussed above under “—Preferred Stock,” our board of directors will have the ability to designate and issue preferred stock with voting or other rights or preferences that could deter hostile takeovers or delay changes in our control or management.

**Limits on Ability of Stockholders to Act by Written Consent or Call a Special Meeting.** Our amended and restated certificate of incorporation will provide that our stockholders may not act by written consent. This limit on the ability of stockholders to act by written consent may lengthen the amount of time required to take stockholder actions. As a result, the holders of a majority of our capital stock would not be able to amend the amended and restated bylaws or remove directors without holding a meeting of stockholders called in accordance with the amended and restated bylaws.
In addition, our amended and restated bylaws will provide that special meetings of the stockholders may be called only by our board of directors, chairperson of our board of directors, the chief executive officer or the president (in the absence of a chief executive officer). A stockholder may not call a special meeting, which may delay the ability of our stockholders to force consideration of a proposal or for holders controlling a majority of our capital stock to take any action, including the removal of directors.

Requirements for Advance Notification of Stockholder Nominations and Proposals. Our amended and restated bylaws will establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of our board of directors or a committee of the board of directors. These advance notice procedures may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed and may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect its own slate of directors or otherwise attempt to obtain control of our company.

Board Classification. Our board of directors will be divided into three classes. The directors in each class will serve for a three-year term, one class being elected each year by our stockholders. This system of electing and removing directors may tend to discourage a third party from making a tender offer or otherwise attempting to obtain control of us, because it generally makes it more difficult for stockholders to replace a majority of the directors.

Delaware Anti-Takeover Statute. We will be subject to the provisions of Section 203 of the Delaware General Corporation Law regulating corporate takeovers. In general, Section 203 prohibits a publicly held Delaware corporation from engaging, under certain circumstances, in a business combination with an interested stockholder for a period of three years following the date the person became an interested stockholder unless:

- prior to the date of the transaction, our board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding but not the outstanding voting stock owned by the interested stockholder, (1) shares owned by persons who are directors and also officers and (2) shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to the date of the transaction, the business combination is approved by our board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

Generally, a business combination includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. An interested stockholder is a person who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own 15% or more of a corporation’s outstanding voting stock. We expect the existence of this provision to have an anti-takeover effect with respect to transactions our board of directors does not approve in advance. We also anticipate that Section 203 may discourage attempts that might result in a premium over the market price for the shares of common stock held by stockholders.

The provisions of Delaware law and the provisions of our amended and restated certificate of incorporation and amended and restated bylaws could have the effect of discouraging others from attempting hostile takeovers and as a consequence, they might also inhibit temporary fluctuations in the market price of our common stock that often result from actual or rumored hostile takeover attempts. These provisions might also have the effect of preventing changes in our management. It is also possible that these provisions could make it more difficult to accomplish transactions that stockholders might otherwise deem to be in their best interests.
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Transfer Agent and Registrar

Upon the completion of this offering, the transfer agent and registrar for our common stock will be [name]. The transfer agent’s address is [address], and its telephone number is [number].

Exchange Listing

We intend to apply to list our common stock on the [exchange] under the symbol “FEYE.”
SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for shares of our common stock. Future sales of substantial amounts of shares of common stock, including shares issued upon the exercise of outstanding options, in the public market after this offering, or the possibility of these sales occurring, could adversely affect the prevailing market price for our common stock or impair our ability to raise equity capital.

Upon the completion of this offering, a total of  shares of common stock will be outstanding, assuming the automatic conversion of all outstanding shares of convertible preferred stock into shares of common stock upon the completion of this offering. Of these shares, all  shares of common stock sold in this offering by us, plus any shares sold upon exercise of the underwriters’ over-allotment option, will be freely tradable in the public market without restriction or further registration under the Securities Act, unless these shares are held by “affiliates,” as that term is defined in Rule 144 under the Securities Act.

The remaining  shares of common stock will be “restricted securities,” as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rules 144 or 701 under the Securities Act, which are summarized below.

Subject to the lock-up agreements described below and the provisions of Rules 144 and 701 under the Securities Act, these restricted securities will be available for sale in the public market at various times beginning more than 180 days (subject to extension) after the date of this prospectus.

Rule 144

In general, under Rule 144 as currently in effect, once we have been subject to public company reporting requirements for at least 90 days, a person who is not deemed to have been one of our affiliates for purposes of the Securities Act at any time during the 90 days preceding a sale and who has beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than our affiliates, is entitled to sell such shares without complying with the manner of sale, volume limitation, or notice provisions of Rule 144, subject to compliance with the public information requirements of Rule 144. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than our affiliates, then such person is entitled to sell such shares without complying with any of the requirements of Rule 144.

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares on behalf of our affiliates are entitled to sell upon expiration of the lock-up agreements described below, within any three-month period beginning 90 days after the date of this prospectus, a number of shares that does not exceed the greater of:

• 1% of the number of shares of common stock then outstanding, which will equal approximately  shares immediately after this offering; or
• the average weekly trading volume of the common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

Rule 701 generally allows a stockholder who purchased shares of our common stock pursuant to a written compensatory plan or contract and who is not deemed to have been an affiliate of our company during the
immediately preceding 90 days to sell these shares in reliance upon Rule 144 but without being required to comply with the public information, holding period, volume limitation, or notice provisions of Rule 144. Rule 701 also permits affiliates of our company to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. However, all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling such shares pursuant to Rule 701. Substantially all Rule 701 shares are subject to a lock-up agreement as described below and elsewhere in this prospectus and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

Lock-Up Agreements

We, all of our directors and officers, and the holders of substantially all of our common stock, or securities exercisable for or convertible into our common stock outstanding immediately prior to this offering have agreed that, without the prior written consent of Morgan Stanley & Co. LLC and Goldman, Sachs & Co., on behalf of the underwriters, we and they will not, during the period ending 180 days after the date of this prospectus:

• offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any other securities convertible into or exercisable or exchangeable for shares of common stock;

• file any registration statement with the Securities and Exchange Commission relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or

• enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock;

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. This agreement is subject to certain exceptions as set forth in the section entitled “Underwriters.”

Rule 10b5-1 Trading Plans

Following the completion of this offering, certain of our executive officers and directors may adopt written plans, known as “Rule 10b5-1 trading plans,” under which they will contract with a broker to buy or sell shares of our common stock on a periodic basis to diversify their assets and investments. Under these 10b5-1 trading plans, a broker may execute trades pursuant to parameters established by the executive officer or director when entering into the plan, without further direction from such officer or director. Such sales would not commence until the expiration of the applicable lock-up agreements entered into by such executive officer or director in connection with this offering.

Registration Rights

Upon the completion of this offering, the holders of shares of common stock or their transferees will be entitled to various rights with respect to the registration of these shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates. See “Description of Capital Stock—Registration Rights” for additional information.

Registration Statements on Form S-8

Upon the completion of this offering, we intend to file a registration statement on Form S-8 under the Securities Act to register all of the shares of common stock issued or reserved for issuance under our stock option plans and ESPP. Shares covered by this registration statement will be eligible for sale in the public market, upon the expiration or release from the terms of the lock-up agreements and subject to vesting of such shares.
MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS

The following is a summary of the material U.S. federal income tax consequences to non-U.S. holders (as defined below) of the ownership and disposition of our common stock acquired in this offering. This summary does not purport to be a complete analysis of all the potential tax considerations relating thereto and is based upon the provisions of the Internal Revenue Code of 1986, as amended, or the Code, Treasury regulations promulgated thereunder, administrative rulings, and judicial decisions, all as of the date hereof. These authorities may be changed, possibly retroactively, so as to result in U.S. federal income tax consequences different from those set forth below. We have not sought, and will not seek, any ruling from the Internal Revenue Service, or the IRS, with respect to the tax consequences discussed herein, and there can be no assurance that the IRS will not take a position contrary to the tax consequences discussed below or that any position taken by the IRS would not be sustained.

This summary also does not address the tax considerations arising under the laws of any non-U.S., state or local jurisdiction, the potential application of Medicare contribution tax or any tax considerations under U.S. federal gift and estate tax laws, except to the limited extent set forth below. In addition, this discussion does not address tax considerations applicable to an investor’s particular circumstances or to investors that may be subject to special tax rules, including, without limitation:

• banks, insurance companies, or other financial institutions;
• persons subject to the alternative minimum tax;
• tax-exempt organizations;
• controlled foreign corporations, passive foreign investment companies, and corporations that accumulate earnings to avoid U.S. federal income tax;
• dealers in securities or currencies;
• traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;
• persons that own, or are deemed to own, more than five percent of our capital stock (except to the extent specifically set forth below);
• certain former citizens or long-term residents of the United States;
• persons who hold our common stock as a position in a hedging transaction, “straddle,” “conversion transaction,” or other risk reduction transaction;
• persons who do not hold our common stock as a capital asset within the meaning of Section 1221 of the Code; or
• persons deemed to sell our common stock under the constructive sale provisions of the Code.

In addition, if a partnership or entity classified as a partnership for U.S. federal income tax purposes holds our common stock, the tax treatment of a partner generally will depend on the status of the partner and upon the activities of the partnership. Accordingly, partnerships that hold our common stock, and partners in such partnerships, should consult their tax advisors.

You are urged to consult your tax advisor with respect to the application of the U.S. federal income tax laws to your particular situation, as well as any tax consequences of the purchase, ownership, and disposition of our common stock arising under the U.S. federal estate or gift tax rules or under the laws of any state, local, non-U.S., or other taxing jurisdiction or under any applicable tax treaty.

Non-U.S. Holder Defined

For purposes of this discussion, you are a non-U.S. holder if you are any holder other than:

• a partnership or entity classified as a partnership for U.S. federal-tax purposes;
an individual citizen or resident of the United States (for tax purposes);

• a corporation or other entity taxable as a corporation created or organized in the United States or under the laws of the United States or any political subdivision thereof;

• an estate whose income is subject to U.S. federal income tax regardless of its source; or

• a trust (x) whose administration is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust or (y) which has made an election to be treated as a U.S. person.

Distributions

We have not made any distributions on our common stock and do not intend to do so in the foreseeable future. However, if we do make distributions on our common stock, those payments will constitute dividends for U.S. tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed both our current and our accumulated earnings and profits, they will constitute a return of capital and will first reduce your basis in our common stock, but not below zero, and then will be treated as gain from the sale of stock.

Any dividend paid to you generally will be subject to U.S. withholding tax either at a rate of 30% of the gross amount of the dividend or such lower rate as may be specified by an applicable income tax treaty. In order to receive a reduced treaty rate, you must provide us with an IRS Form W-8BEN or other applicable version of IRS Form W-8 certifying qualification for the reduced rate. If you are eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty, you may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS. If you hold the stock through a financial institution or other agent acting on your behalf, you will be required to provide appropriate documentation to the agent, which then will be required to provide certification to us or our paying agent, either directly or through other intermediaries.

Dividends received by you that are effectively connected with your conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, attributable to a permanent establishment maintained by you in the United States) are generally exempt from such withholding tax. In order to obtain this exemption, you must provide us with an IRS Form W-8ECI or other applicable version of IRS Form W-8 properly certifying such exemption. Such effectively connected dividends, although not subject to withholding tax, are taxed at the same graduated rates applicable to U.S. persons, net of certain deductions and credits. In addition, if you are a corporate non-U.S. holder, dividends you receive that are effectively connected with your conduct of a U.S. trade or business may also be subject to a branch profits tax at a rate of 30% or such lower rate as may be specified by an applicable income tax treaty.

Gain on Disposition of Common Stock

Subject to the discussion below regarding foreign accounts, you generally will not be required to pay U.S. federal income tax on any gain realized upon the sale or other disposition of our common stock unless:

• the gain is effectively connected with your conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, the gain is attributable to a permanent establishment maintained by you in the United States);

• you are an individual who is present in the United States for a period or periods aggregating 183 days or more during a taxable year in which the sale or disposition occurs and certain other conditions are met; or

• our common stock constitutes a U.S. real property interest by reason of our status as a “United States real property holding corporation,” or USRPHC, for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding your disposition of, or your holding period for, our common stock.
We believe that we are not currently and will not become a USRPHC. However, because the determination of whether we are a USRPHC depends on the fair market value of our U.S. real property relative to the fair market value of our other business assets, there can be no assurance that we will not become a USRPHC in the future. Even if we become a USRPHC, however, as long as our common stock is regularly traded on an established securities market, such common stock will be treated as U.S. real property interests only if you actually or constructively hold more than five percent of such regularly traded common stock at any time during the shorter of the five-year period preceding your disposition of, or your holding period for, our common stock.

If you are a non-U.S. holder described in the first bullet above, you will be required to pay tax on the net gain derived from the sale under regular graduated U.S. federal income tax rates, and a corporate non-U.S. holder described in the first bullet above also may be subject to the branch profits tax at a 30% rate, or such lower rate as may be specified by an applicable income tax treaty. If you are an individual non-U.S. holder described in the second bullet above, you will be required to pay a flat 30% tax on the gain derived from the sale. The amount of the gain subject to tax may be offset by U.S. source capital losses for the year. You should consult any applicable income tax or other treaties that may provide for different rules.

U.S. Federal Estate Tax

Our common stock beneficially owned by an individual who is not a citizen or resident of the United States (as defined for U.S. federal estate tax purposes) at the time of death will generally be includable in the decedent’s gross estate for U.S. federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

Backup Withholding and Information Reporting

Generally, we must report annually to the IRS the amount of dividends paid to you, your name and address, and the amount of tax withheld, if any. A similar report will be sent to you. Pursuant to applicable income tax treaties or other agreements, the IRS may make these reports available to tax authorities in your country of residence.

Payments of dividends or of proceeds on the disposition of stock made to you may be subject to information reporting and backup withholding at a current rate of 28% unless you establish an exemption, for example, by properly certifying your non-U.S. status on a Form W-8BEN or other applicable version of IRS Form W-8. Notwithstanding the foregoing, backup withholding and information reporting may apply if either we or our paying agent has actual knowledge, or reason to know, that you are a U.S. person.

Backup withholding is not an additional tax; rather, the U.S. income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund, or credit may generally be obtained from the IRS, provided that the required information is furnished to the IRS in a timely manner.

Foreign Accounts

A U.S. federal withholding tax of 30% may apply to dividends on, and the gross proceeds of a disposition of, our common stock, paid to a “foreign financial institution” (as specially defined under these rules), unless such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities certain information regarding the U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners). A U.S. federal withholding tax of 30% may also generally apply to dividends and the gross proceeds of a disposition of our common stock paid to a non-financial foreign entity unless such entity provides the withholding agent with a certification identifying the direct and indirect U.S. owners of the entity (or certifying that it does not have any “substantial U.S. owners”). The withholding provisions described above generally apply to dividends paid on our common stock after June 30, 2014, and to
the gross proceeds from the sale or other disposition of our common stock after December 31, 2016. Under certain circumstances, a non-U.S. holder might be eligible for refunds or credits of such taxes. Prospective investors are encouraged to consult with their own tax advisors regarding the possible implications of these foreign account rules on their investment in our common stock.

Each prospective investor should consult its own tax advisor regarding the particular U.S. federal, state and local and non-U.S. tax consequences of purchasing, holding and disposing of our common stock, including the consequences of any proposed change in applicable laws.
UNDERWRITERS

Under the terms and subject to the conditions contained in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. LLC, Goldman, Sachs & Co., J.P. Morgan Securities LLC and Barclays Capital Inc. are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of shares indicated below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Number of Shares</th>
</tr>
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<tbody>
<tr>
<td>Morgan Stanley &amp; Co. LLC</td>
<td></td>
</tr>
<tr>
<td>Goldman, Sachs &amp; Co.</td>
<td></td>
</tr>
<tr>
<td>J.P. Morgan Securities LLC</td>
<td></td>
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<tr>
<td>Barclays Capital Inc.</td>
<td></td>
</tr>
<tr>
<td>Merrill Lynch, Pierce, Fenner &amp; Smith</td>
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<tr>
<td>UBS Securities LLC</td>
<td></td>
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<tr>
<td>Nomura Securities International, Inc.</td>
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<tr>
<td>Total:</td>
<td></td>
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</tbody>
</table>

The underwriters and the representatives are collectively referred to as the “underwriters” and the “representatives,” respectively. The underwriters are offering the shares of common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters’ over-allotment option described below.

The underwriters initially propose to offer part of the shares of common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers, at such offering price less a selling concession not in excess of $ per share. After the initial offering of the shares of common stock, the offering price, and other selling terms may from time to time be varied by the representatives. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters’ right to reject any order in whole or in part.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of common stock at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of common stock as the number listed next to the underwriter’s name in the preceding table bears to the total number of shares of common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters’ over-allotment option to purchase up to an additional shares of our common stock.

<table>
<thead>
<tr>
<th>Description</th>
<th>Per Share</th>
<th>No Exercise</th>
<th>Full Exercise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public offering price</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Underwriting discounts and commissions paid by us</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proceeds, before expenses, to us</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $\ldots$, which includes legal, accounting and printing costs, and various other fees associated with the registration and listing of our common stock.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of common stock offered by them.

We intend to apply to have our common stock approved for listing on the \ldots under the trading symbol “FEYE.”

We, all of our directors and officers, and the holders of substantially all of our common stock and securities exercisable for or convertible into our common stock outstanding immediately prior to this offering have agreed that, without the prior written consent of Morgan Stanley & Co. LLC and Goldman, Sachs & Co. on behalf of the underwriters, we and they will not, during the period ending 180 days after the date of this prospectus (the “restricted period”):

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock;
- file any registration statement with the Securities and Exchange Commission relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock.

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. In addition, we and each such person agrees that, without the prior written consent of Morgan Stanley & Co. LLC and Goldman, Sachs & Co. on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

The restrictions described in the immediately preceding paragraph to do not apply to:

- the sale of shares of common stock (including upon the exercise of options) pursuant to the terms of the underwriting agreement;
- the transfer of shares of common stock or any securities convertible into or exercisable or exchangeable for common stock by a security holder (i) to an immediate family member or to a trust formed for the benefit of such security holder or of an immediate family member of such security holder, (ii) by bona fide gift, will or intestacy, (iii) if the security holder is a corporation, partnership, limited liability company or other business entity (A) to another corporation, partnership, limited liability company or other business entity that controls, is controlled by or is under common control with the security holder or (B) as part of a disposition, transfer or distribution by the security holder to its equity holders, or (iv) if the security holder is a trust, to a trustor or beneficiary of the trust); \textit{provided that} in the case of any transfer or distribution pursuant to this clause (b), (i) each transferee, donee or distributee shall sign and deliver a lock-up agreement prior to or upon such transfer or distribution, and (ii) no filing under Section 16(a) of the Exchange Act, reporting a reduction of beneficial ownership of shares of common stock, shall be required or shall be voluntarily made during the restricted period;
- (i) the issuance by us of shares of common stock upon the exercise of options, insofar as such option is outstanding as of the date of this prospectus, or (ii) the transfer of shares of common stock or any securities convertible into common stock to us upon a vesting event of our securities or upon the
exercise of options or warrants to purchase our securities on a “cashless” or “net exercise” basis to cover tax withholding obligations of a security holder in connection with such vesting or exercise, provided that in the case of either (i) or (ii), no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made within 30 days after the date of this prospectus, and after such 30th day, any filing under Section 16(a) of the Exchange Act shall clearly indicate in the footnotes thereto that (a) the filing relates to the circumstances described in (i) or (ii), as the case may be, (b) no shares were sold by the reporting person and (c) in the case of (i), the shares received upon exercise of the option are subject to a lock-up agreement with the underwriters;

• the transfer of shares of common stock or any security convertible into or exercisable or exchangeable for common stock to us pursuant to agreements under which the shares were issued and we have the option to repurchase such shares or securities or a right of first refusal with respect to transfers of such shares or securities, provided that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made within 30 days after the date of this prospectus, and after such 30th day, any filing under Section 16(a) of the Exchange Act shall clearly indicate in the footnotes thereto that (i) the filing relates to the transfer of such shares or securities to us pursuant to such repurchase option or right of first refusal, as the case may be, and (b) no shares were sold by the reporting person;

• the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of common stock, provided that (i) such plan does not provide for the transfer of common stock during the restricted period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the security holder or us regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of common stock may be made under such plan during the restricted period;

• the conversion of our outstanding convertible preferred stock into shares of our common stock, provided that such shares of common stock remain subject to the terms of the lock-up agreement;

• the transfer of shares of common stock or any security convertible into or exercisable or exchangeable for common stock that occurs solely by operation of law or by order of a court of competent jurisdiction, provided that the transferee shall sign and deliver a lock-up agreement; and

• the disposition by a security holder of shares of common stock purchased from us pursuant to any employee stock purchase plan described in this prospectus after completion of this offering, provided that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made during the restricted period.

Morgan Stanley & Co. LLC and Goldman, Sachs & Co. in their sole discretion, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time with or without notice.

In order to facilitate the offering of the common stock, the underwriters may engage in transactions that stabilize, maintain, or otherwise affect the price of the common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of common stock in the open
market to stabilize the price of the common stock. The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

These activities may raise or maintain the market price of the common stock above independent market levels or prevent or retard a decline in the market price of the common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

A prospectus in electronic format may be made available on Websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of shares of common stock to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

Goldman Sachs Bank USA, an affiliate of Goldman, Sachs & Co., has entered into a term (committed loan) loan agreement with Ashar Aziz, our Vice Chairman of the Board, Chief Technology Officer and Chief Strategy Officer, individually and as trustee of the Ashar Aziz Family Trust, or the Trust. Under the loan agreement, Goldman Sachs Bank USA has agreed to make loans up to an aggregate amount of $10 million to Mr. Aziz and the Trust, subject to certain conditions. As of June 30, 2013, a total of $9,333,367.80 was outstanding under the loan. Goldman Sachs Bank USA received customary fees and expense reimbursements in connection with this loan. As a regulated entity, Goldman Sachs Bank USA makes decisions regarding making and managing its loans independent of Goldman, Sachs & Co. This loan is secured under a security and pledge agreement by a pledge of all of the shares of our common stock currently owned by Mr. Aziz and the Trust. We are not a party to the loan. The terms of these loans were negotiated directly between Mr. Aziz and Goldman Sachs Bank USA. The loan amount becomes due and payable 10 days following the expiration of any restrictions on sale under our insider trading policy following this offering. In the case of nonpayment or another event of default (including but not limited to the inability to satisfy any margin call in the event of a significant decline in our common stock price), Goldman Sachs Bank USA may exercise its rights under the loan agreements to obtain or sell shares pledged to cover the amount due under the loan. The lock-up agreement between the underwriters and Mr. Aziz includes an exception to allow for the transfer of shares of our common stock held by Mr. Aziz to Goldman Sachs Bank USA (or its assigns or affiliates) in connection with the exercise of its rights under the security and pledge agreement, and the sale by such entities. Any transfers or sales of such common stock to satisfy the obligations under the loan agreement may cause the price of our common stock to decline further.

Pricing of the Offering
Prior to this offering, there has been no public market for our common stock. The initial public offering price was determined by negotiations between us and the representatives. Among the factors considered in determining the initial public offering price were our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

Selling Restrictions

European Economic Area
In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), an offer to the public of any shares of our common stock may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any
shares of our common stock may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of shares of our common stock shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any shares of our common stock in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of our common stock to be offered so as to enable an investor to decide to purchase any shares of our common stock, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State, and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

United Kingdom

Each underwriter has represented and agreed that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (the “FSMA”)) received by it in connection with the issue or sale of the shares of our common stock in circumstances in which Section 21(1) of the FSMA does not apply to us; and
- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares of our common stock in, from or otherwise involving the United Kingdom.

Hong Kong

The shares may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (ii) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation, or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or
invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares, and debentures of that corporation, or the beneficiaries’ rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired the shares under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Instruments and Exchange Law) and each underwriter has agreed that it will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Notice to Prospective Investors in Switzerland

The shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (“SIX”) or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, the shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (“CISA”). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of shares.

Notice to Prospective Investors in the Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (“DFSA”). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and
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has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Notice to Prospective Investors in Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission ("ASIC"), in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the “Exempt Investors”) who are “sophisticated investors” (within the meaning of section 708(8) of the Corporations Act), “professional investors” (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

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LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for us by Wilson Sonsini Goodrich & Rosati, Professional Corporation, Palo Alto, California. Cooley LLP, Palo Alto, California, is acting as counsel to the underwriters in connection with this offering.

EXPERTS

The consolidated financial statements of FireEye, Inc. as of December 31, 2011 and 2012, and for each of the three years in the period ended December 31, 2012, appearing in this prospectus and registration statement have been audited by Deloitte & Touche LLP, independent registered public accounting firm, as stated in its report appearing herein. Such financial statements are included in reliance upon the report of such firm given upon its authority as an expert in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, some of which is contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document is not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. You may obtain copies of this information by mail from the Public Reference Section of the SEC, 100 F Street, N.E., Room 1580, Washington, D.C. 20549, at prescribed rates. You may obtain information on the operation of the public reference rooms by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet Website that contains reports, proxy statements, and other information about issuers, like us, that file electronically with the SEC. The address of that Website is www.sec.gov.

As a result of this offering, we will become subject to the information and reporting requirements of the Securities Exchange Act of 1934 and, in accordance with this law, will file periodic reports, proxy statements, and other information with the SEC. These periodic reports, proxy statements, and other information will be available for inspection and copying at the SEC’s public reference facilities and the Website of the SEC referred to above. We also maintain a Website at www.fireeye.com. Upon completion of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on our Website is not a part of this prospectus and the inclusion of our Website address in this prospectus is an inactive textual reference only.

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FIREYE, INC.

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<tr>
<td>Notes to Consolidated Financial Statements</td>
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</tr>
</tbody>
</table>

F-1
REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders:
FireEye, Inc.
Milpitas, California

We have audited the accompanying consolidated balance sheets of FireEye, Inc. and its subsidiaries (the “Company”) as of December 31, 2012 and 2011, and the related consolidated statements of operations, stockholders’ equity (deficit) and cash flows for each of the three years in the period ended December 31, 2012. These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of FireEye, Inc. and subsidiaries as of December 31, 2012 and 2011, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2012, in conformity with accounting principles generally accepted in the United States of America.

/s/ DELOITTE & TOUCHE LLP
San Jose, California
May 14, 2013 (June 27, 2013 as to Note 17)

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### FIREEYE, INC.

#### Consolidated Balance Sheets

(In thousands, except per share data)

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2011</th>
<th>As of 2012</th>
<th>Pro Forma Balance Sheet as of June 30, 2013 (Unaudited)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current assets:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$10,676</td>
<td>$60,200</td>
<td>$54,085</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>20,027</td>
<td>30,133</td>
<td>28,081</td>
</tr>
<tr>
<td>Inventories</td>
<td>1,080</td>
<td>2,340</td>
<td>3,779</td>
</tr>
<tr>
<td>Deferred costs of revenue, current portion</td>
<td>444</td>
<td>837</td>
<td>1,070</td>
</tr>
<tr>
<td>Prepaid expenses and other current assets</td>
<td>1,014</td>
<td>10,731</td>
<td>9,963</td>
</tr>
<tr>
<td>Total current assets</td>
<td>33,241</td>
<td>104,241</td>
<td>96,978</td>
</tr>
<tr>
<td>Deferred costs of revenue, non-current portion</td>
<td>398</td>
<td>674</td>
<td>885</td>
</tr>
<tr>
<td>Property and equipment, net</td>
<td>1,935</td>
<td>13,536</td>
<td>33,734</td>
</tr>
<tr>
<td>Goodwill</td>
<td>—</td>
<td>1,274</td>
<td>1,274</td>
</tr>
<tr>
<td>Intangible assets</td>
<td>—</td>
<td>4,194</td>
<td>3,666</td>
</tr>
<tr>
<td>Deposits and other long-term assets</td>
<td>72</td>
<td>1,354</td>
<td>2,950</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$35,646</strong></td>
<td><strong>$125,273</strong></td>
<td><strong>$139,487</strong></td>
</tr>
<tr>
<td><strong>LIABILITIES AND STOCKHOLDERS’ EQUITY (DEFICIT)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current liabilities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>$6,517</td>
<td>$15,653</td>
<td>28,867</td>
</tr>
<tr>
<td>Accrued liabilities</td>
<td>635</td>
<td>1,174</td>
<td>2,482</td>
</tr>
<tr>
<td>Accrued compensation</td>
<td>5,107</td>
<td>8,271</td>
<td>13,221</td>
</tr>
<tr>
<td>Long-term debt, current portion</td>
<td>1,400</td>
<td>1,231</td>
<td>—</td>
</tr>
<tr>
<td>Proceeds from early exercise of stock awards</td>
<td>819</td>
<td>2,001</td>
<td>9,831</td>
</tr>
<tr>
<td>Deferred revenue, current portion</td>
<td>16,215</td>
<td>43,750</td>
<td>55,726</td>
</tr>
<tr>
<td>Total current liabilities</td>
<td>30,693</td>
<td>72,080</td>
<td>110,127</td>
</tr>
<tr>
<td>Long-term debt, non-current portion</td>
<td>4,528</td>
<td>10,916</td>
<td>20,000</td>
</tr>
<tr>
<td>Deferred revenue, non-current portion</td>
<td>13,887</td>
<td>32,656</td>
<td>46,859</td>
</tr>
<tr>
<td>Preferred stock warrant liability</td>
<td>994</td>
<td>3,529</td>
<td>6,507</td>
</tr>
<tr>
<td>Other long-term liabilities</td>
<td>195</td>
<td>702</td>
<td>1,040</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>50,297</td>
<td>119,883</td>
<td>184,533</td>
</tr>
<tr>
<td>Commitments and contingencies (Note 7)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stockholders’ equity (deficit):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Convertible preferred stock, par value of $0.0001 per share; 60,519 as of December 31, 2011 and 65,326 shares authorized as of December 31, 2012 and June 30, 2013; 59,841, 64,115 and 64,590 shares issued and outstanding with liquidation preference of $51,741, $96,746 and $101,740 as of December 31, 2011, 2012 and June 30, 2013, actual; no shares issued and outstanding, pro forma</td>
<td>5</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Common stock, par value of $0.0001 per share; 97,529, 130,000 and 130,000 shares authorized as of December 31, 2011, 2012 and June 30, 2013; 11,797, 22,435 and 28,074 shares issued and outstanding as of December 31, 2011, 2012 and June 30, 2013 actual; and 102,296 shares issued and outstanding, pro forma</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Additional paid-in capital</td>
<td>52,605</td>
<td>109,252</td>
<td>125,008</td>
</tr>
<tr>
<td>Notes receivable from stockholders</td>
<td>(151)</td>
<td>(1,003)</td>
<td>—</td>
</tr>
<tr>
<td>Accumulated deficit</td>
<td>(67,111)</td>
<td>(102,867)</td>
<td>(170,063)</td>
</tr>
<tr>
<td>Total stockholders’ equity (deficit)</td>
<td>(14,561)</td>
<td>5,390</td>
<td>45,046</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES AND STOCKHOLDERS’ EQUITY (DEFICIT)</strong></td>
<td>$35,646</td>
<td>$125,273</td>
<td>$139,487</td>
</tr>
</tbody>
</table>

See notes to these consolidated financial statements.
<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31,</th>
<th></th>
<th>Six Months Ended June 30,</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
<td>2012</td>
<td>2012</td>
</tr>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>$9,270</td>
<td>$24,888</td>
<td>$52,265</td>
<td>$18,201</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>2,495</td>
<td>8,770</td>
<td>31,051</td>
<td>11,540</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>$11,765</td>
<td>$33,658</td>
<td>$83,316</td>
<td>$29,741</td>
</tr>
<tr>
<td><strong>Cost of revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>2,054</td>
<td>5,690</td>
<td>14,467</td>
<td>5,587</td>
</tr>
<tr>
<td>Subscription and services</td>
<td>277</td>
<td>1,590</td>
<td>3,163</td>
<td>1,279</td>
</tr>
<tr>
<td><strong>Total cost of revenue</strong></td>
<td>2,331</td>
<td>7,280</td>
<td>17,630</td>
<td>6,866</td>
</tr>
<tr>
<td><strong>Total gross profit</strong></td>
<td>9,434</td>
<td>26,378</td>
<td>65,686</td>
<td>22,875</td>
</tr>
<tr>
<td><strong>Operating expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research and development</td>
<td>5,291</td>
<td>7,275</td>
<td>16,522</td>
<td>5,623</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>11,357</td>
<td>30,389</td>
<td>67,562</td>
<td>26,054</td>
</tr>
<tr>
<td>General and administrative</td>
<td>1,943</td>
<td>4,428</td>
<td>15,221</td>
<td>4,710</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td>18,591</td>
<td>42,092</td>
<td>99,305</td>
<td>36,387</td>
</tr>
<tr>
<td><strong>Operating loss</strong></td>
<td>(9,157)</td>
<td>(15,714)</td>
<td>(33,619)</td>
<td>(13,512)</td>
</tr>
<tr>
<td><strong>Interest income</strong></td>
<td>3</td>
<td>7</td>
<td>7</td>
<td>3</td>
</tr>
<tr>
<td><strong>Interest expense</strong></td>
<td>(158)</td>
<td>(194)</td>
<td>(537)</td>
<td>(210)</td>
</tr>
<tr>
<td><strong>Other expense, net</strong></td>
<td>(156)</td>
<td>(806)</td>
<td>(2,572)</td>
<td>(549)</td>
</tr>
<tr>
<td><strong>Loss before income taxes</strong></td>
<td>(9,468)</td>
<td>(16,711)</td>
<td>(36,721)</td>
<td>(14,268)</td>
</tr>
<tr>
<td><strong>Provision for (benefit from) income taxes</strong></td>
<td>13</td>
<td>71</td>
<td>(965)</td>
<td>60</td>
</tr>
<tr>
<td><strong>Net loss attributable to common stockholders</strong></td>
<td>$ (9,481)</td>
<td>$(16,782)</td>
<td>$(35,756)</td>
<td>$(14,328)</td>
</tr>
<tr>
<td><strong>Net loss per share attributable to common stockholders, basic and diluted</strong></td>
<td>$ (1.30)</td>
<td>$(1.99)</td>
<td>$(3.28)</td>
<td>$(1.46)</td>
</tr>
<tr>
<td><strong>Weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted</strong></td>
<td>7,271</td>
<td>8,447</td>
<td>10,917</td>
<td>9,797</td>
</tr>
<tr>
<td><strong>Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)</strong></td>
<td>$ (0.39)</td>
<td>$ (0.70)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pro forma weighted-average shares used to compute net loss per share attributable to common stockholders, basic and diluted (unaudited)</strong></td>
<td>84,664</td>
<td>91,098</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

See notes to these consolidated financial statements.

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# Consolidated Statements of Stockholders' Equity (Deficit)

## (In thousands)

<table>
<thead>
<tr>
<th>Convertible Preferred Stock</th>
<th>Common Stock</th>
<th>Additional Paid-In Capital</th>
<th>Notes Receivable from Stockholders</th>
<th>Accumulated Deficit</th>
<th>Total Stockholders' Equity (Deficit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shares</td>
<td>Amount</td>
<td>Shares</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance as of December 31, 2009</td>
<td>42,047</td>
<td>$ 4</td>
<td>6,253</td>
<td>$ 40,434</td>
<td>$ (40,848)</td>
</tr>
<tr>
<td>Net proceeds from issuance of Series D convertible preferred stock</td>
<td>13,382</td>
<td>—</td>
<td>—</td>
<td>5,143</td>
<td>—</td>
</tr>
<tr>
<td>Issuances of common stock upon stock option exercises</td>
<td>4,412</td>
<td>—</td>
<td>—</td>
<td>5,933</td>
<td>—</td>
</tr>
<tr>
<td>Issuances of common stock upon stock option exercises with notes receivable</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>3,027</td>
<td>—</td>
</tr>
<tr>
<td>Vesting of early exercise of equity awards</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>4</td>
<td>—</td>
</tr>
<tr>
<td>Stock-based compensation</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>137</td>
<td>—</td>
</tr>
<tr>
<td>Balance as of December 31, 2010</td>
<td>59,841</td>
<td>5</td>
<td>9,761</td>
<td>1</td>
<td>51,671</td>
</tr>
<tr>
<td>Additional issuance cost of Series E convertible preferred stock</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(3)</td>
<td>—</td>
</tr>
<tr>
<td>Issuances of common stock upon stock option exercises</td>
<td>—</td>
<td>—</td>
<td>816</td>
<td>—</td>
<td>62</td>
</tr>
<tr>
<td>Issuance of restricted stock</td>
<td>—</td>
<td>—</td>
<td>1,220</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Vesting of stock options exercised with notes receivable</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>7</td>
<td>(144)</td>
</tr>
<tr>
<td>Accrued interest for notes receivable from stockholders</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>9</td>
<td>—</td>
</tr>
<tr>
<td>Vesting of early exercise of equity awards</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>715</td>
<td>—</td>
</tr>
<tr>
<td>Net loss and total comprehensive loss</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Balance as of December 31, 2011</td>
<td>59,841</td>
<td>5</td>
<td>11,797</td>
<td>1</td>
<td>52,605</td>
</tr>
<tr>
<td>Net proceeds from issuance of Series F convertible preferred stock</td>
<td>4,274</td>
<td>1</td>
<td>—</td>
<td>44,778</td>
<td>—</td>
</tr>
<tr>
<td>Issuance of common stock related to Tall Maple Systems, Inc. acquisition</td>
<td>—</td>
<td>—</td>
<td>150</td>
<td>—</td>
<td>816</td>
</tr>
<tr>
<td>Issuance of common stock related to Ensighta Security, Inc. acquisition</td>
<td>—</td>
<td>—</td>
<td>423</td>
<td>—</td>
<td>2,300</td>
</tr>
<tr>
<td>Issuance of common stock upon stock option exercises with notes receivable</td>
<td>—</td>
<td>—</td>
<td>4,260</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Vesting of stock options exercised with notes receivable</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>816</td>
<td>(817)</td>
</tr>
<tr>
<td>Issuances of common stock upon stock option exercises</td>
<td>—</td>
<td>—</td>
<td>3,212</td>
<td>—</td>
<td>716</td>
</tr>
<tr>
<td>Accrued interest for notes receivable from stockholders</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>35</td>
<td>(35)</td>
</tr>
<tr>
<td>Issuance of restricted stock</td>
<td>—</td>
<td>—</td>
<td>2,686</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Repurchase of unvested restricted common stock</td>
<td>(93)</td>
<td>—</td>
<td>(214)</td>
<td>—</td>
<td>(214)</td>
</tr>
<tr>
<td>Vesting of early exercise of equity awards</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>557</td>
<td>—</td>
</tr>
<tr>
<td>Stock-based compensation</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>6,843</td>
<td>—</td>
</tr>
<tr>
<td>Net loss and total comprehensive loss</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(35,756)</td>
</tr>
<tr>
<td>Balance as of December 31, 2012</td>
<td>64,115</td>
<td>6</td>
<td>22,435</td>
<td>2</td>
<td>109,252</td>
</tr>
<tr>
<td>Net proceeds from issuance of Series F convertible preferred stock</td>
<td>(unaudited)</td>
<td>475</td>
<td>—</td>
<td>4,904</td>
<td>—</td>
</tr>
<tr>
<td>Payment of note receivable from stockholder, net of early exercises</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>828</td>
<td>1,003</td>
</tr>
<tr>
<td>Issuances of common stock upon stock option exercises (unaudited)</td>
<td>—</td>
<td>—</td>
<td>5,639</td>
<td>1</td>
<td>1,757</td>
</tr>
<tr>
<td>Vesting of early exercise of equity awards (unaudited)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>647</td>
<td>—</td>
</tr>
<tr>
<td>Stock-based compensation (unaudited)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>7,530</td>
<td>—</td>
</tr>
<tr>
<td>Net loss and total comprehensive loss (unaudited)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(67,196)</td>
</tr>
<tr>
<td>Balance as of June 30, 2013 (unaudited)</td>
<td>64,590</td>
<td>6</td>
<td>28,074</td>
<td>3</td>
<td>125,008</td>
</tr>
</tbody>
</table>

See notes to these consolidated financial statements .

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### Consolidated Statements of Cash Flows

**FIREEYE, INC.**

#### (In thousands)

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31</th>
<th>Six Months Ended June 30</th>
<th>(Unaudited)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CASH FLOWS FROM OPERATING ACTIVITIES:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net loss</td>
<td>$(9,481)</td>
<td>$(16,782)</td>
<td>$(35,756)</td>
</tr>
<tr>
<td>Adjustments to reconcile net loss to net cash provided by (used in) operating activities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>842</td>
<td>3,272</td>
<td>6,917</td>
</tr>
<tr>
<td>Stock-based compensation expense</td>
<td>137</td>
<td>715</td>
<td>6,843</td>
</tr>
<tr>
<td>Change in fair value of preferred stock warrant liability</td>
<td>181</td>
<td>805</td>
<td>2,535</td>
</tr>
<tr>
<td>Loss on disposal of property and equipment</td>
<td>167</td>
<td>201</td>
<td>197</td>
</tr>
<tr>
<td>Release of deferred tax valuation allowance</td>
<td>—</td>
<td>—</td>
<td>(1,241)</td>
</tr>
<tr>
<td>Changes in operating assets and liabilities, net of assets acquired and liabilities assumed in business combinations:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts receivable, net</td>
<td>(5,614)</td>
<td>(13,540)</td>
<td>(10,106)</td>
</tr>
<tr>
<td>Inventories</td>
<td>211</td>
<td>(658)</td>
<td>(817)</td>
</tr>
<tr>
<td>Prepaid expenses and other assets</td>
<td>(65)</td>
<td>(187)</td>
<td>(3,084)</td>
</tr>
<tr>
<td>Deferred costs of revenue</td>
<td>(42)</td>
<td>(742)</td>
<td>(669)</td>
</tr>
<tr>
<td>Accounts payable</td>
<td>466</td>
<td>5,400</td>
<td>6,189</td>
</tr>
<tr>
<td>Accrued liabilities</td>
<td>275</td>
<td>284</td>
<td>511</td>
</tr>
<tr>
<td>Accrued compensation</td>
<td>2,336</td>
<td>2,446</td>
<td>3,165</td>
</tr>
<tr>
<td>Deferred revenue</td>
<td>3,764</td>
<td>23,836</td>
<td>46,303</td>
</tr>
<tr>
<td>Other long-term liabilities</td>
<td>122</td>
<td>61</td>
<td>513</td>
</tr>
<tr>
<td><strong>Net cash provided by (used in) operating activities</strong></td>
<td>(6,701)</td>
<td>5,111</td>
<td>21,500</td>
</tr>
<tr>
<td><strong>CASH FLOWS FROM INVESTING ACTIVITIES:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition of business, net of cash acquired</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Purchase of property and equipment and demonstration units</td>
<td>(1,558)</td>
<td>(5,217)</td>
<td>(18,848)</td>
</tr>
<tr>
<td>Proceeds from disposal of property and equipment</td>
<td>49</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Lease deposits</td>
<td>(9)</td>
<td>(7)</td>
<td>(478)</td>
</tr>
<tr>
<td><strong>Net cash used in investing activities</strong></td>
<td>(1,518)</td>
<td>(5,224)</td>
<td>(20,215)</td>
</tr>
<tr>
<td><strong>CASH FLOWS FROM FINANCING ACTIVITIES:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Borrowing from line of credit</td>
<td>2,322</td>
<td>2,381</td>
<td>7,619</td>
</tr>
<tr>
<td>Repayment of line of credit</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Borrowing of term loan</td>
<td>1,564</td>
<td>2,750</td>
<td>—</td>
</tr>
<tr>
<td>Repayment of term loan</td>
<td>(383)</td>
<td>(557)</td>
<td>(1,405)</td>
</tr>
<tr>
<td>Payment of costs related to initial public offering</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Net proceeds from issuance of convertible preferred stock</td>
<td>11,077</td>
<td>(3)</td>
<td>39,785</td>
</tr>
<tr>
<td>Proceeds from exercise of equity awards</td>
<td>39</td>
<td>875</td>
<td>2,454</td>
</tr>
<tr>
<td>Repayment of notes receivable from stockholders</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Repurchase of common stock</td>
<td>—</td>
<td>—</td>
<td>(214)</td>
</tr>
<tr>
<td><strong>Net cash provided by financing activities</strong></td>
<td>14,619</td>
<td>3,124</td>
<td>48,239</td>
</tr>
<tr>
<td>Net change in cash and cash equivalents</td>
<td>6,400</td>
<td>3,011</td>
<td>49,524</td>
</tr>
<tr>
<td>Cash and cash equivalents, beginning of year</td>
<td>1,265</td>
<td>7,665</td>
<td>10,676</td>
</tr>
<tr>
<td>Cash and cash equivalents, end of year</td>
<td>$7,665</td>
<td>$10,676</td>
<td>$60,200</td>
</tr>
</tbody>
</table>

#### SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

- **Cash paid for income taxes**: $4, $2, $22
- **Cash paid for interest**: $108, $194, $508

#### SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

- **Common stock issued in connection with acquisitions**: $—, $—, $3,116
- **Purchases of property and equipment and demonstration units in accounts payable**: $47, $117, $2,874
- **Proceeds receivable from issuance of convertible preferred stock**: $—, $—, $4,994

*See notes to consolidated financial statements.*

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1. Description of Business and Summary of Significant Accounting Policies

Description of Business

FireEye, Inc., with principal executive offices located in Milpitas, California, was incorporated as NetForts, Inc. on February 18, 2004, under the laws of the State of Delaware, and we changed our name to FireEye, Inc. on September 7, 2005.

FireEye, Inc. and its wholly owned subsidiaries (collectively, the “Company”, “we”, “us” or “our”) is a leader in stopping advanced cyber attacks that use advanced malware, zero-day exploits, and APT (“Advanced Persistent Threat”) tactics. Our solutions supplement traditional and next-generation firewalls, IPS (“Intrusion Prevention Systems”), anti-virus, and gateways, which cannot stop advanced threats, leaving security holes in networks. We offer a solution that detects and blocks attacks across both Web and email threat vectors as well as latent malware resident on file shares. Our solution addresses all stages of an attack lifecycle with a signature-less engine utilizing stateful attack analysis to detect zero-day threats.

We sell the majority of our products, subscriptions and services to end-customers through distributors, resellers, and strategic partners, with a lesser percentage of sales directly to end-customers.

Basis of Presentation and Consolidation

The consolidated financial statements include the accounts of FireEye, Inc., and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation. Subsequent events were evaluated from the balance sheet date of December 31, 2012 through the audited consolidated financial statements original issuance date of May 14, 2013 and re-issuance date of June 27, 2013. For the six months ended June 30, 2013, subsequent events were evaluated through August 2, 2013, the date on which the interim consolidated financial statements were issued.

Unaudited Interim Financial Information

The accompanying interim consolidated balance sheet as of June 30, 2013, the related interim consolidated statements of operations, and cash flows for the six month periods ended June 30, 2012 and 2013, the statement of stockholders’ equity (deficit) for the six month period ended June 30, 2013 and the related footnote disclosures are unaudited. These unaudited interim consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). In management’s opinion, the unaudited interim consolidated financial statements have been prepared on the same basis as the annual financial statements and include all adjustments, which include only normal recurring adjustments, necessary for the fair presentation of our financial position as of June 30, 2013 and our consolidated results of operations and cash flows for the six months ended June 30, 2012 and 2013. The results for the six months ended June 30, 2013 are not necessarily indicative of the results expected for the full fiscal year.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Such management estimates include, but are not limited to, the best estimate of selling price for our products and services, future taxable income, contract manufacturer liabilities, litigation and settlement costs and other loss.
contingencies and fair value of our common and preferred stock, stock options and preferred stock warrant liability. We base our estimates on historical experience and also on assumptions that we believe are reasonable. Actual results could differ from those estimates.

**Unaudited Pro Forma Consolidated Balance Sheet**

Upon the consummation of the initial public offering contemplated by us, all of the outstanding shares of convertible preferred stock will automatically convert into shares of common stock, assuming we raise at least $75 million. The June 30, 2013 unaudited pro forma consolidated balance sheet data has been prepared assuming the conversion of the convertible preferred stock outstanding into 74,221,533 shares of common stock and the related conversion of the preferred stock underlying outstanding warrants, which results in the reclassification of the warrant liability to additional paid-in capital.

**Concentrations**

Financial instruments that subject us to concentrations of credit risk consist primarily of cash, cash equivalents, and accounts receivable. We maintain a substantial portion of our cash and cash equivalents in money market funds invested in U.S. Treasury related obligations. Management believes that the financial institutions that hold our investments are financially sound and, accordingly, are subject to minimal credit risk. Deposits held with banks may exceed the amount of insurance provided on such deposits.

Our accounts receivables are primarily derived from our partners representing various geographical locations. We perform ongoing credit evaluations of our partners and generally do not require collateral on accounts receivable. We maintain an allowance for doubtful accounts for estimated potential credit losses. As of December 31, 2011, two customers represented 23% and 16% of our gross accounts receivable. As of December 31, 2012, two customers represented 14% and 10% of our gross accounts receivable. As of June 30, 2013, two customers represented 18% and 12% of our gross accounts receivable. During the year ended December 31, 2010, two customers represented 12% and 12% of our total revenue. During the year ended December 31, 2011, one customer represented 12% of our total revenue. During the year ended December 31, 2012, one customer represented 10% of our total revenue. During the six months ended June 30, 2012, two customers represented 14% and 11% of our total revenue. During the six months ended June 30, 2013, two customers represented 11% and 10% of our total revenue. We rely on a single contract manufacturer to assemble all of our products and sole suppliers for a certain number of our components.

**Foreign Currency Translation and Transactions**

The functional currency of our foreign subsidiaries is the U.S. dollar. We translate all monetary assets and liabilities denominated in foreign currencies into U.S. dollars using the exchange rates in effect at the balance sheet dates and other assets and liabilities using historical exchange rates.

Foreign currency denominated revenue and expenses have been re-measured using the average exchange rates in effect during each period. Foreign currency re-measurement gains and losses have been included in other income (expense) and have not been significant through December 31, 2012 and June 30, 2013.

**Cash and Cash Equivalents**

We consider all highly liquid investments held at financial institutions, such as money market funds with original maturities of three months or less at date of purchase, to be cash equivalents.

**Fair Value of Financial Instruments**

We define fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value
measurements for assets and liabilities which are required to be recorded at fair value, we consider the principal or most advantageous market in which to transact and the market-based risk. We apply fair value accounting for all financial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. The carrying amounts reported in the consolidated financial statements approximate the fair value for cash and cash equivalents, accounts receivable, accounts payable, and accrued liabilities, due to their short-term nature. The carrying amount of the Company’s preferred stock warrant liability represents their fair value and the long term debt is stated at the carrying value as the stated interest rate approximate market rate currently available to the Company.

**Accounts Receivable**

Trade accounts receivable are recorded at the invoiced amount, net of allowances for doubtful accounts. The allowance for doubtful accounts is based on our assessment of the collectability of accounts. Management regularly reviews the adequacy of the allowance for doubtful accounts by considering the age of each outstanding invoice, each partner’s expected ability to pay, and the collection history with each partner, when applicable, to determine whether a specific allowance is appropriate. Accounts receivable deemed uncollectible are charged against the allowance for doubtful accounts when identified. As of December 31, 2011 and 2012 and June 30, 2013, the allowance for doubtful accounts was not significant.

**Inventories**

Inventories are stated at lower of cost or market. Provisions have been made to reduce all slow-moving, obsolete or unusable inventories to their net realizable values. We purchase completed units from contract manufacturers, accordingly substantially all inventories are finished goods with an immaterial balance of replacement parts. As of December 31, 2011 and 2012 and June 30, 2013, the provisions for excess and obsolete inventories were not significant.

**Deferred Costs of Revenue**

Deferred cost of revenue consists of direct and incremental costs related to product revenue deferred in accordance with the Company’s revenue recognition policy. Deferred cost of revenue that will be realized within the succeeding 12 month period is recorded as current and the remaining is recorded as non-current.

**Property and Equipment**

Property and equipment are recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, generally one to five years.

The estimated useful lives of property and equipment are described below:

<table>
<thead>
<tr>
<th>Property and Equipment</th>
<th>Useful Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer equipment and software</td>
<td>2 to 5 years</td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td>Shorter of estimated useful life or remaining lease term</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>5 years</td>
</tr>
</tbody>
</table>

**Demonstration Units**

Product demonstration units are included in prepaid and other current assets on the consolidated balance sheet. Demonstration units are recorded at cost and are amortized over the estimated useful life of 12 months from the date of transfer. We generally do not resell units that have been used for demonstration purposes.

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Impairment of Long-Lived Assets

We evaluate events and changes in circumstances that could indicate carrying amounts of long-lived assets, including property and equipment, may not be recoverable. When such events or changes in circumstances occur, we assess the recoverability of long-lived assets by determining whether or not the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the total of the future undiscounted cash flows is less than the carrying amount of an asset, we record an impairment charge for the amount by which the carrying amount of the assets exceeds the fair value of the asset. Through December 31, 2012 and June 30, 2013, we have not written down any of our long-lived assets as a result of impairment.

Goodwill

Goodwill represents the excess of the aggregate purchase price paid over the fair value of the net tangible assets acquired. Goodwill is not amortized and is tested for impairment at least annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The Company has determined that it operates as one reporting unit and has selected December 1 as the date to perform its annual impairment test. In the valuation of its goodwill, the Company must make assumptions regarding estimated future cash flows to be derived from the Company. If these estimates or their related assumptions change in the future, the Company may be required to record impairment for these assets. The first step of the impairment test involves comparing the fair value of the reporting unit to its net book value, including goodwill. If the net book value exceeds its fair value, then the Company would perform the second step of the goodwill impairment test to determine the amount of the impairment loss. The impairment loss would be calculated by comparing the implied fair value of the Company to its net book value. In calculating the implied fair value of the Company’s goodwill, the fair value of the Company would be allocated to all of the other assets and liabilities based on their fair values. The excess of the fair value of the Company over the amount assigned to its other assets and liabilities is the implied fair value of goodwill. An impairment loss would be recognized when the carrying amount of goodwill exceeds its implied fair value. There was no impairment of goodwill recorded for the years ended December 31, 2011 or 2012 or the six months ended June 30, 2013.

Warranties

We generally provide a one-year warranty on hardware. We do not accrue for potential warranty claims as a component of cost of product revenue as all product warranty claims are satisfied under our support and maintenance contracts.

Deferred Revenue

Deferred revenue consists of amounts that have been invoiced but that have not been recognized as revenue. Deferred revenue that will be realized during the succeeding 12 month period is recorded as current, and the remaining deferred revenue is recorded as non-current.

Contract Manufacturer Liabilities

We outsource most of our manufacturing, repair, and supply chain management operations to our independent contract manufacturer, and payments to such manufacturer are a significant portion of our product cost of revenue. Although we could be contractually obligated to purchase manufactured products, we generally do not own the manufactured products. Product title transfers from our independent contract manufacturer to us and to our partner upon shipment. Our independent contract manufacturer assembles our products using design specifications, quality assurance programs, and standards that we establish and it procures components and assembles our products based on our demand forecasts. These forecasts represent our estimates of future demand for our products based upon historical trends and analysis from our sales and product management functions as adjusted for overall market conditions. If the actual component usage and product demand are significantly lower than forecast, we may accrue for costs for contractual manufacturing commitments in excess of our forecasted

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demand, including costs for excess components or for carrying costs incurred by our contract manufacturer. To date, we have not accrued any significant costs associated with this exposure.

**Preferred Stock Warrant Liability**

The preferred stock warrant liability is measured and recognized in the financial statements at its fair value because the warrants contain anti-dilution provisions which require us to lower the exercise price of the warrants upon any future down-round financing. The fair value of the warrants is estimated using the Monte Carlo model at each reporting date. The change in fair value of the warrants is recognized in the consolidated statements of operations as other expense. Upon the earlier of the exercise of the warrants or the completion of a liquidation event, including the completion of an initial public offering in which the shares underlying the warrants convert from preferred stock into shares of common stock, the preferred stock warrant liability will be remeasured to fair value and any remaining liability will be reclassified to stockholders’ equity.

**Revenue Recognition**

We generate revenue from the sales of products, subscriptions, support and maintenance, and other services primarily through our indirect relationships with our partners as well as end customers through our direct sales force. Our products include operating system software that is integrated into the appliance hardware and is deemed essential to its functionality. As a result, we account for revenue in accordance with Accounting Standards Codification 605, Revenue Recognition, and all related interpretations as all our security appliance deliverables include proprietary operating system software, which together deliver the essential functionality of our products.

Revenue is recognized when all of the following criteria are met:

- **Persuasive Evidence of an Arrangement Exists.** We rely upon non-cancelable sales agreements and purchase orders to determine the existence of an arrangement.
- **Delivery has Occurred.** We use shipping documents or transmissions of service contract registration codes to verify delivery.
- **The Fee is Fixed or Determinable.** We assess whether the fee is fixed or determinable based on the payment terms associated with the transaction.
- **Collectability is Reasonably Assured.** We assess collectability based on credit analysis and payment history.

Our products include three principal security product families that address critical vectors of attack, including Web, email and file shares. Our Web MPS, File MPS, MAS and CMS appliance and subscription services qualify as separate units of accounting. Therefore, Web MPS, File MPS, MAS and CMS appliance product revenue is recognized at the time of shipment. However, our Email MPS cannot function without the use of our subscription services. As such, our Email MPS products and related services do not have stand-alone value and do not qualify as separate units of accounting. Therefore, Email MPS product revenue is recognized ratably over the longer of the contractual term of the subscription services or the estimated period the customer is expected to benefit from the product, provided that all other revenue recognition criteria have been met. Because we have only been selling our Email MPS since April 2011, we have a limited history with respect to subscription renewals for such product. As a result, revenue from all Email MPS products sold by us through June 30, 2013 has been recognized ratably over the contractual term of the subscription services.

At the time of shipment, product revenue meets the criteria for fixed or determinable fees. In addition, payment from our partners is not contingent on the partner’s collection from their end-customers. Our partners do not stock products and do not have any stock rotation rights. We recognize subscription and support and maintenance service revenue ratably over the contractual service period, which is typically one or three years. Other services revenue is recognized as the services are rendered and has not been significant to date.
Most of our arrangements, other than renewals of subscriptions and support and maintenance services, are multiple-element arrangements with a combination of product, subscriptions, support and maintenance, and other services. For multiple-element arrangements, we allocate revenue to each unit of accounting based on an estimated selling price at the arrangement inception. The estimated selling price for each element is based upon the following hierarchy: vendor-specific objective evidence (“VSOE”) of selling price, if available, third-party evidence (“TPE”) of selling price, if VSOE of selling price is not available, or best estimate of selling price (“BESP”), if neither VSOE of selling price nor TPE of selling price are available. The total arrangement consideration is allocated to each separate unit of accounting using the relative estimated selling prices of each unit based on the aforementioned selling price hierarchy. We limit the amount of revenue recognized for delivered elements to an amount that is not contingent upon future delivery of additional products or services or meeting of any specified performance conditions.

To determine the estimated selling price in multiple-element arrangements, we seek to establish VSOE of selling price using the prices charged for a deliverable when sold separately and, for subscriptions and support and maintenance, based on the renewal rates and discounts offered to partners. If VSOE of selling price cannot be established for a deliverable, we seek to establish TPE of selling price by evaluating similar and interchangeable competitor products or services in standalone arrangements with similarly situated partners. However, as our products contain a significant element of proprietary technology and offer substantially different features and functionality from our competitors, we are unable to obtain comparable pricing of our competitors’ products with similar functionality on a standalone basis. Therefore, we have not been able to obtain reliable evidence of TPE of selling price. If neither VSOE nor TPE of selling price can be established for a deliverable, we establish BESP primarily based on historical transaction pricing. Historical transactions are segregated based on our pricing model and our go-to-market strategy, which include factors such as type of sales channel (reseller, distributor, or end-customer), the geographies in which our products and services were sold (domestic or international), offering type (products, subscriptions or services), and whether or not the opportunity was identified by our sales force or by our partners. In analyzing historical transaction pricing, we evaluate whether a majority of the prices charged for a product, as represented by a percentage of list price, fall within a reasonable range. To further support the best estimate of selling price as determined by the historical transaction pricing or when such information is unavailable, such as when there are limited sales of a new product, we consider the same factors we have established through our pricing model and go-to-market strategy. The determination of BESP is made through consultation with and approval by our management. We have established the estimated selling price of all of our deliverables using BESP.

Shipping charges billed to partners are included in revenue and related costs are included in cost of revenue. Sales commissions and other incremental costs to acquire contracts are also expensed as incurred and are recorded in sales and marketing expense. After receipt of a partner order, any amounts billed in excess of revenue recognized are recorded as deferred revenue.

**Advertising Costs**

Advertising costs, which are expensed and included in sales and marketing expense when incurred, were $29,000, $171,000, and $1.1 million during the years ended December 31, 2010, 2011 and 2012, respectively, and $542,000 and $334,000 during the six months ended June 30, 2012 and 2013, respectively.

**Software Development Costs**

The costs to develop software have not been capitalized as we believe our current software development process is essentially completed concurrent with the establishment of technological feasibility. As such, all software development costs are expensed as incurred and included in research and development expense on the consolidated statements of operations.
Compensation expense related to stock-based transactions, including employee and non-employee director awards, is measured and recognized in the financial statements based on fair value. The fair value of each option award is estimated on the grant date using the Black-Scholes option-pricing model and a single option award approach. This model requires that at the date of grant we determine the fair value of the underlying common stock, the expected term of the award, the expected volatility of the price of our common stock, risk-free interest rates, and expected dividend yield of our common stock. The stock-based compensation expense, net of forfeitures, is recognized using a straight-line basis over the requisite service periods of the awards, which is generally four years. We estimate a forfeiture rate to calculate the stock-based compensation for our awards. Our forfeiture rate is based on an analysis of our actual historical forfeitures.

The Company accounts for stock options issued to nonemployees based on the fair value of the awards determined using the Black-Scholes option-pricing model. The fair value of stock options granted to nonemployees are remeasured as the stock options vest, and the resulting change in value, if any, is recognized in the statement of operations during the period the related services are rendered.

Income Taxes

We account for income taxes using the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in our financial statements or tax returns. In addition, deferred tax assets are recorded for the future benefit of utilizing net operating losses and research and development credit carryforwards. Valuation allowances are provided when necessary to reduce deferred tax assets to the amount expected to be realized.

We apply the authoritative accounting guidance prescribing a threshold and measurement attribute for the financial recognition and measurement of a tax position taken or expected to be taken in a tax return. We recognize liabilities for uncertain tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step requires us to estimate and measure the tax liability as the largest amount that is more likely than not to be realized upon ultimate settlement.

Net Loss and Pro Forma Net Loss Per Share Attributable to Common Stockholders

The Company calculates its basic and diluted net loss per share attributable to common stockholders in conformity with the two-class method required for companies with participating securities. Under the two-class method, in periods when the Company has net income, net income attributable to common stockholders is determined by allocating undistributed earnings, calculated as net income less current period convertible preferred stock non-cumulative dividends, between common stock and the convertible preferred stock. In computing diluted net income attributable to common stockholders, undistributed earnings are re-allocated to reflect the potential impact of dilutive securities. The Company’s basic net loss per share attributable to common stockholders is calculated by dividing the net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding for the period. The diluted net loss per share attributable to common stockholders is computed by giving effect to all potential dilutive common stock equivalents outstanding for the period. For purposes of this calculation, convertible preferred stock, options to purchase common stock and convertible preferred stock warrants are considered common stock equivalents but have been excluded from the calculation of diluted net loss per share attributable to common stockholders as their effect is antidilutive. In contemplation of an initial public offering, the Company has presented the unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the year ended December 31, 2012 and the six months ended June 30, 2013, which has been computed to give effect to the automatic conversion of the convertible preferred stock into shares of common stock as of the beginning of the respective period.
Recent Accounting Pronouncements

In June 2011, the Financial Accounting Standards Board, (“FASB”) issued authoritative guidance that addresses the presentation of comprehensive income for annual reporting of financial statements was issued. The guidance is intended to improve the comparability, consistency and transparency of financial reporting and to increase the prominence of items reported in other comprehensive income by eliminating the option to present components of other comprehensive income as part of the statement of changes in stockholders’ equity. Such changes in the stockholders’ equity will be required to be disclosed in either a single continuous statement of comprehensive income or in two separate but consecutive statements. The guidance is effective for fiscal years beginning after December 15, 2011, and should be applied retrospectively for all periods presented. Early adoption is permitted. This new guidance impacts how the Company reports comprehensive income, and did not have any effect on the Company’s results of operations, financial position or liquidity upon its required adoption on January 1, 2012.

Additionally, in May 2011, updated authoritative guidance to amend existing requirements for fair value measurements and disclosures was issued. The guidance expands the disclosure requirements around fair value measurements categorized in Level 3 of the fair value hierarchy and requires disclosure of the level in the fair value hierarchy of items that are not measured at fair value but whose fair value must be disclosed. It also clarifies and expands upon existing requirements for fair value measurements of financial assets and liabilities as well as instruments classified in stockholders’ equity. The guidance was effective for the year ended December 31, 2012 and was applied prospectively. This new guidance impacts how the Company reports on fair value measurements only, and had no effect on the Company’s results of operations, financial position or liquidity upon the Company’s adoption on January 1, 2012.

In February 2013, the FASB issued guidance which addresses the presentation of amounts reclassified from accumulated other comprehensive income. This guidance does not change current financial reporting requirements, instead an entity is required to cross-reference to other required disclosures that provide additional detail about amounts reclassified out of accumulated other comprehensive income. In addition, the guidance requires an entity to present significant amounts reclassified out of accumulated other comprehensive income by line item of net income if the amount reclassified is required to be reclassified to net income in its entirety in the same reporting period. Adoption of this standard is required for periods beginning after December 15, 2012 for public companies. This new guidance impacts how the Company reports comprehensive income and has had no effect on the Company’s results of operations, financial position or liquidity for the six months ended June 30, 2013.

2. Fair Value Measurements

We categorize assets and liabilities recorded at fair value on our consolidated balance sheets based upon the level of judgment associated with inputs used to measure their fair value. The categories are as follows:

- **Level 1**—Inputs are unadjusted quoted prices in active markets for identical assets or liabilities.
- **Level 2**—Inputs are quoted prices for similar assets and liabilities in active markets or inputs other than quoted prices that are observable for the assets or liabilities, either directly or indirectly through market corroboration, for substantially the full term of the financial instruments.
- **Level 3**—Inputs are unobservable inputs based on our own assumptions used to measure assets and liabilities at fair value. The inputs require significant management judgment or estimation.
The following table presents the fair value of our financial assets and liabilities using the above input categories (in thousands):

<table>
<thead>
<tr>
<th>Description</th>
<th>As of December 31, 2011</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 1</td>
<td>Level 2</td>
<td>Level 3</td>
<td>Fair Value</td>
</tr>
<tr>
<td>Money market funds</td>
<td>$ 5,886</td>
<td>$ —</td>
<td>$ —</td>
<td>$ 5,886</td>
</tr>
<tr>
<td>Preferred stock warrant liability</td>
<td>$ —</td>
<td>$ —</td>
<td>994</td>
<td>994</td>
</tr>
<tr>
<td>Total assets and liabilities measured at fair value</td>
<td>$ 5,886</td>
<td>$ —</td>
<td>994</td>
<td>$ 6,880</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>As of December 31, 2012</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 1</td>
<td>Level 2</td>
<td>Level 3</td>
<td>Fair Value</td>
</tr>
<tr>
<td>Money market funds</td>
<td>$ 5,893</td>
<td>$ —</td>
<td>$ —</td>
<td>$ 5,893</td>
</tr>
<tr>
<td>Preferred stock warrant liability</td>
<td>$ —</td>
<td>$ —</td>
<td>3,529</td>
<td>3,529</td>
</tr>
<tr>
<td>Total assets and liabilities measured at fair value</td>
<td>$ 5,893</td>
<td>$ —</td>
<td>3,529</td>
<td>$ 9,422</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>As of June 30, 2013</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 1</td>
<td>Level 2</td>
<td>Level 3</td>
<td>Fair Value</td>
</tr>
<tr>
<td>Money market funds</td>
<td>$40,900</td>
<td>$ —</td>
<td>$ —</td>
<td>$40,900</td>
</tr>
<tr>
<td>Preferred stock warrant liability</td>
<td>(Unaudited)</td>
<td>(Unaudited)</td>
<td>6,507</td>
<td>6,507</td>
</tr>
<tr>
<td>Total assets and liabilities measured at fair value</td>
<td>$40,900</td>
<td>(Unaudited)</td>
<td>6,507</td>
<td>$47,407</td>
</tr>
</tbody>
</table>

Level 1 investments consist solely of money market funds, included in cash and cash equivalents, valued at amortized cost which approximates fair value. Level 3 instruments consist solely of our preferred stock warrant liability in which the fair value was measured using a Monte Carlo model. As discussed further in Note 8, the preferred stock warrant liability was estimated using assumptions related to the remaining contractual term of the warrants, the risk-free interest rate, volatility of our comparable public companies over the remaining term, the fair value of underlying shares, and other assumptions related to estimated probabilities for future scenarios for our business such as an IPO or change of control. The significant unobservable inputs used in the fair value measurement of the preferred stock warrant liability are the fair value of the underlying stock at the valuation date and the estimated term of the warrants. Generally, increases (decreases) in the fair value of the underlying stock and estimated term would result in a directionally similar impact to the fair value measurement.

The following table sets forth a summary of the changes in the fair value of our Level 3 financial instruments as follows (in thousands):

<table>
<thead>
<tr>
<th>Preferred Stock Warrant Liability</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance as of December 31, 2009</td>
<td>$ 8</td>
</tr>
<tr>
<td>Change in fair value of preferred stock warrant liability</td>
<td>181</td>
</tr>
<tr>
<td>Balance as of December 31, 2010</td>
<td>189</td>
</tr>
<tr>
<td>Change in fair value of preferred stock warrant liability</td>
<td>805</td>
</tr>
<tr>
<td>Balance as of December 31, 2011</td>
<td>994</td>
</tr>
<tr>
<td>Change in fair value of preferred stock warrant liability</td>
<td>2,535</td>
</tr>
<tr>
<td>Balance as of December 31, 2012</td>
<td>3,529</td>
</tr>
<tr>
<td>Change in fair value of preferred stock warrant liability (unaudited)</td>
<td>2,978</td>
</tr>
<tr>
<td>Balance as of June 30, 2013 (unaudited)</td>
<td>$ 6,507</td>
</tr>
</tbody>
</table>
The gains and losses from remeasurement of Level 3 financial liabilities are recorded through the other expenses, net in the statements of operations.

3. Balance Sheet Components

Property and Equipment

Property and equipment, net consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2011</th>
<th>As of June 30, 2012</th>
<th>As of June 30, 2013 (Unaudited)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer equipment, and software</td>
<td>$2,400</td>
<td>$12,115</td>
<td>$28,690</td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td>427</td>
<td>2,668</td>
<td>7,075</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>414</td>
<td>1,841</td>
<td>4,306</td>
</tr>
<tr>
<td>Total property and equipment</td>
<td>3,241</td>
<td>16,624</td>
<td>40,071</td>
</tr>
<tr>
<td>Less: accumulated depreciation and amortization</td>
<td>(1,306)</td>
<td>(3,088)</td>
<td>(6,337)</td>
</tr>
<tr>
<td>Total property and equipment, net</td>
<td>$1,935</td>
<td>$13,536</td>
<td>$33,734</td>
</tr>
</tbody>
</table>

Depreciation and amortization expense related to property and equipment and demonstration units during the years ended December 31, 2010, 2011 and 2012 was $842,000, $3.3 million and $6.9 million, respectively, and $2.2 million and $6.6 million for the six months ended June 30, 2012 and 2013, respectively.

4. Business Combinations

On December 14, 2012, we acquired certain assets of Tall Maple Systems, Inc. (“Tall Maple”), a software platform provider that developed software applications to simplify the development cycle and reduce the time to market of Linux-based Internet appliances. We accounted for the acquisition of Tall Maple as a purchase of a business. We expensed the related acquisition costs, consisting primarily of legal expenses in the amount of $19,000 during the year ended December 31, 2012. These legal expenses were presented as general and administrative expenses on the consolidated statements of operations for the year ended December 31, 2012. The total purchase consideration of $816,000 consisted of the issuance of 150,000 shares of our common stock with a fair value of $5.44 per share on the acquisition date. The acquisition of Tall Maple provided us with developed technology. We determined that the fair value of the developed technology was approximately equal to the purchase consideration and that no other identifiable intangible or tangible assets were acquired and no liabilities were assumed. Accordingly, we did not recognize any goodwill with the acquisition of Tall Maple.

On December 20, 2012, we acquired all outstanding shares of Ensighta Security, Inc. (“Ensighta”), a company that develops a software application that enables automatic security analysis of mobile apps on android based mobile devices. We accounted for the acquisition of Ensighta as a purchase of a business. We expensed the related acquisition costs, consisting primarily of legal expenses in the amount of $328,000 during the year ended December 31, 2012. These legal expenses were presented as general and administrative expenses on the consolidated statements of operations for the year ended December 31, 2012. The total purchase consideration of $3.2 million consisted of $888,000 in cash and the issuance of 422,668 shares of our common stock with a fair value of $5.44 per share on the acquisition date. The acquisition of Ensighta provided us with developed technology and allowed us to enhance our workforce. We also assumed deferred tax liabilities related to the fair value of the developed technology we obtained in the acquisition as well as other assumed liabilities related to normal operations. Primarily as a result of the deferred tax liabilities assumed in the acquisition, we recognized goodwill of $1.3 million equal for the excess of the purchase consideration over the fair value of the assets acquired and the liabilities assumed. None of the goodwill is expected to be deductible for income tax purposes.
The following table summarizes the consideration paid and the fair values of the assets acquired and liabilities assumed at the acquisition date (in thousands):

<table>
<thead>
<tr>
<th>Consideration:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developed technology</td>
<td>$3,378</td>
</tr>
<tr>
<td>Deferred tax liabilities</td>
<td>(1,274)</td>
</tr>
<tr>
<td>Liabilities assumed</td>
<td>(190)</td>
</tr>
<tr>
<td>Goodwill</td>
<td>1,274</td>
</tr>
<tr>
<td><strong>Fair value of total consideration transferred</strong></td>
<td><strong>$3,188</strong></td>
</tr>
</tbody>
</table>

The results of operations of Tall Maple and Ensighta have been included in our consolidated statements of operations from the applicable acquisition dates. Pro forma results of operations have not been presented because the acquisitions were not material to our results of operations.

**Intangible Assets**

Intangible assets are comprised entirely of developed technology of $4.2 million and $3.7 million as of December 31, 2012 and June 30, 2013, respectively, recorded in connection with the acquisitions of Tall Maple and Ensighta. We did not carry intangible assets on our consolidated balance sheets as of December 31, 2011.

The acquired developed technology will be amortized to cost of sales over the economic life of the related assets, which was estimated to be four years.

The expected annual amortization expense of intangible assets as of June 30, 2013 is presented below (in thousands):

<table>
<thead>
<tr>
<th>Years Ending December 31,</th>
<th>Developed Technology (Unaudited)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 (for the remaining six months)</td>
<td>$521</td>
</tr>
<tr>
<td>2014</td>
<td>1,049</td>
</tr>
<tr>
<td>2015</td>
<td>1,049</td>
</tr>
<tr>
<td>2016</td>
<td>1,047</td>
</tr>
<tr>
<td><strong>Total intangible assets subject to amortization</strong></td>
<td><strong>$3,666</strong></td>
</tr>
</tbody>
</table>

5. **Deferred Revenue**

Deferred revenue consists of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2011</th>
<th>As of June 30, 2013 (Unaudited)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product, current</td>
<td>$2,335</td>
<td>$7,424</td>
</tr>
<tr>
<td>Subscription and services, current</td>
<td>13,880</td>
<td>48,302</td>
</tr>
<tr>
<td><strong>Total deferred revenue, current</strong></td>
<td><strong>16,215</strong></td>
<td><strong>55,726</strong></td>
</tr>
<tr>
<td>Product, non-current</td>
<td>3,207</td>
<td>5,975</td>
</tr>
<tr>
<td>Subscription and services, non-current</td>
<td>10,680</td>
<td>40,884</td>
</tr>
<tr>
<td><strong>Total deferred revenue, non-current</strong></td>
<td><strong>13,887</strong></td>
<td><strong>46,859</strong></td>
</tr>
<tr>
<td><strong>Total deferred revenue</strong></td>
<td><strong>$30,102</strong></td>
<td><strong>$102,585</strong></td>
</tr>
</tbody>
</table>
6. Long-term Debt

In August 2005, we entered into a loan agreement (the “First Loan Agreement”) with two lenders that provided for borrowings under an equipment facility and a growth capital facility. The First Loan Agreement provided for advances under the equipment facility up to $1.0 million in $50,000 increments through the termination date on December 31, 2006 and advances under the growth capital facility up to $3.0 million in $1.0 million increments through the termination date on December 31, 2006. Outstanding borrowings under the equipment facility were due in 36 equal monthly payments of principal and interest following the month of borrowing, with a final payment on the maturity date equal to 2.5% of the drawn down principal. Outstanding borrowings under the growth capital facility were due in 36 monthly payments of principal and interest beginning January 1, 2007. There were no prepayment penalties for either the equipment facility or the growth capital facility. In September 2006, the First Loan Agreement was amended to add supplemental borrowing capacity under the equipment facility to $2.1 million and the growth capital facility to $3.6 million. In February 2008, the First Loan Agreement was amended to extend the supplemental equipment availability end date to April 30, 2008 and provide a waiver of default. The 2006 and 2008 modifications to the First Loan Agreement did not have a significant impact on the accounting for the carrying amounts related to the First Loan Agreement. There were no amounts outstanding under the First Loan Agreement as of December 31, 2011 and 2012 and June 30, 2013.

In June 2010, the Company entered into a second loan agreement (the “Second Loan Agreement”) with a lender that provides for: (1) a revolving line of credit facility, (2) an equipment facility and (3) a term loan. In addition, this loan agreement was amended in August 2011 to provide for additional borrowings under a (4) growth facility. The Second Loan Agreement provides certain financial-related covenants, among others, relating to delivery of audited financial statements to the lender. The lender granted a waiver arising from our failure to deliver our audited financial statements for the year ended December 31, 2011 within the time period set forth in the Second Loan Agreement. After giving effect to such waiver, we were in compliance with all financial-related covenants under the Second Loan Agreement as of December 31, 2012 and June 30, 2013.

Line of Credit

Under the terms of the Second Loan Agreement, we are able to borrow up to $3.0 million under a revolving line of credit. The line of credit carries a floating interest rate equal to prime plus 1.5% and was to mature in June 2012. Borrowings under the line of credit were collateralized by all of the Company’s assets, excluding intellectual property, and the availability of borrowings under the line of credit were subject to certain borrowing base limitations around our outstanding accounts receivable. In August 2011, the Second Loan Agreement was amended to increase the amounts available under the line of credit to $10.0 million. In December 2012, the Second Loan Agreement was amended to increase the amounts available under the line of credit to $25.0 million, extend the maturity date to December 31, 2014 and add a supplemental equipment line of $15.0 million, which has a maturity date in September 2016. As of December 31, 2012 and June 30, 2013, there were no amounts outstanding under the supplemental equipment line. We drew down $2.3 million, $2.4 million and $7.6 million under the line of credit during the years ended December 31, 2010, 2011 and 2012, respectively. We drew down $10.0 million under the line of credit during the six months ended June 30, 2013. Borrowings under the revolving line of credit consist of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Loan Agreement—revolving line of credit</td>
<td>$2,381</td>
<td>$10,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Less current portion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$2,381</td>
<td>$10,000</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

F-18
**Term Loans**

Under the terms of the Second Loan Agreement, the Company was able to borrow up to $750,000 under the equipment facility. The equipment facility carries a fixed interest rate equal to 7.0% and requires payments of principal and interest due in 36 equal monthly installments beginning the month following any borrowings. Borrowings under the equipment facility were collateralized by all of our assets, excluding intellectual property. There are no prepayment penalties for the equipment facility. We borrowed $564,000 under the equipment facility during the year ended December 31, 2010 and paid off the balance during the six months ended June 30, 2013.

Under the terms of the Second Loan Agreement, we borrowed $1.0 million under the term loan during the year ended December 31, 2010. The term loan carries a fixed interest rate equal to 8.0% and requires payments of principal and interest in 36 equal monthly installments beginning July 2010. Borrowings under the term loan were collateralized by all of our assets, excluding intellectual property. There are no prepayment penalties for the term loan. We paid off the balance during the six months ended June 30, 2013.

Under the terms of the Second Loan Agreement, as amended in August 2011, we borrowed $2.75 million under a growth facility during the year ended December 31, 2011. The borrowings under the growth facility in the amount of $1.0 million was available until October 2011 and the remaining $1.75 million was available through the maturity date in December 2014. The growth facility carries a fixed interest rate equal to 6.5% and requires payments of principal and interest in 36 equal monthly installments beginning the month following any borrowings. Borrowings under the growth facility were collateralized by all of the Company’s assets, excluding intellectual property. There are no prepayment penalties for the growth facility. We paid off the balance during the six months ended June 30, 2013.

Outstanding borrowings under our debt agreements consist of the following (in thousands):

<table>
<thead>
<tr>
<th>Description</th>
<th>December 31, 2011</th>
<th>December 31, 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Loan Agreement—equipment facility</td>
<td>$324</td>
<td>$132</td>
</tr>
<tr>
<td>Second Loan Agreement—growth capital facility</td>
<td>2,694</td>
<td>1,832</td>
</tr>
<tr>
<td>Second Loan Agreement—term loan</td>
<td>529</td>
<td>183</td>
</tr>
<tr>
<td>Less current portion</td>
<td>(1,400)</td>
<td>(1,231)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,147</strong></td>
<td><strong>$916</strong></td>
</tr>
</tbody>
</table>

Principal payments on outstanding debt obligations, not including outstanding balances under the revolving line of credit, as of December 31, 2012 are as follows (in thousands):

<table>
<thead>
<tr>
<th>Years Ending December 31,</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>$1,231</td>
</tr>
<tr>
<td>2014</td>
<td>916</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,147</strong></td>
</tr>
</tbody>
</table>

**Warrants**

Under the terms of the First Loan Agreement during the years ended December 31, 2005, 2006, 2007 and 2008, we issued to the two lenders fully vested warrants to purchase an aggregate of 245,899 shares of Series A-2 convertible preferred stock and an aggregate of 118,942 shares of Series B convertible preferred stock. The Series A-2 warrants have an exercise price of $0.61 per share and a contractual term of 10 years. The Series B warrants have an exercise price of $1.32 per share and a contractual term of 10 years. The fair value of the warrants upon issuance, which was $4,000 in the aggregate, was recorded as debt issuance costs and a warrant liability.
Under the terms of the Second Loan Agreement, we issued to the lender a fully vested warrant to purchase 100,000 shares of Series D convertible preferred stock during the year ended December 31, 2010. The Series D warrant has an exercise price of $0.39 per share and expires in June 2015. The fair value upon issuance in the amount of $12,000 was determined utilizing the Monte Carlo model with the following assumptions: contractual term of 10 years, expected volatility of 79%, risk-free rate of 2.2%, control premium of 30%, change of control probability of 50% and IPO threshold of $500 million. The fair value of the warrant upon issuance was recorded as debt issuance costs and a warrant liability.

Under the terms of the Second Loan Agreement, we also issued to the lender a fully vested warrant to purchase 60,661 shares of Series E convertible preferred stock during the year ended December 31, 2011. The Series E warrant has an exercise price of $1.36 per share and expires in August 2016. The fair value upon issuance in the amount of $56,000 was determined utilizing the Monte Carlo model with the following assumptions: contractual term of 10 years, expected volatility of 79%, risk-free rate of 1.6%, control premium of 40%, change of control probability of 50% and IPO threshold of $500 million. The fair value of the warrant upon issuance was recorded as debt issuance costs and a warrant liability.

7. Commitments and Contingencies

Leases

We lease our facilities under various non-cancelable operating leases, which expire through the year ending December 31, 2017. Rent expense is recognized using the straight-line method over the term of the lease. Rent expense was $250,000, $324,000, and $796,000 during the years ended December 31, 2010, 2011 and 2012, respectively, and $239,000 and $1.5 million for the six months ended June 30, 2012 and 2013, respectively.

The aggregate future non-cancelable minimum rental payments on our operating leases, as of December 31, 2012, are as follows (in thousands):

<table>
<thead>
<tr>
<th>Years Ending December 31,</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>$1,605</td>
</tr>
<tr>
<td>2014</td>
<td>907</td>
</tr>
<tr>
<td>2015</td>
<td>858</td>
</tr>
<tr>
<td>2016</td>
<td>651</td>
</tr>
<tr>
<td>2017 and thereafter</td>
<td>556</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,577</strong></td>
</tr>
</tbody>
</table>

Contract Manufacturer Commitments

Our independent contract manufacturer procures components and assembles our products based on our forecasts. These forecasts are based on estimates of future demand for our products, which are in turn based on historical trends and an analysis from our sales and product marketing organizations, adjusted for overall market conditions. In order to reduce manufacturing lead times and plan for adequate supply, we may issue forecasts and orders for components and products that are non-cancelable. As of December 31, 2012 and June 30, 2013, we had $3.3 million and $7.0 million, respectively, of non-cancellable open orders. As of December 31, 2012 and June 30, 2013, we have not accrued any significant cost associated with the excess of our forecasted demand including costs for excess components or for carrying costs incurred by our independent contract manufacturer.

Litigation

We accrue for contingencies when we believe that a loss is probable and that we can reasonably estimate the amount of any such loss. We have made an assessment of the probability of incurring any such losses and whether or not those losses are estimable.
We are subject to legal proceedings, claims and litigation, including intellectual property litigation, arising in the ordinary course of business. Such matters are subject to many uncertainties and outcomes and are not predictable with assurance. We accrue amounts that we believe are adequate to address any liabilities related to legal proceedings and other loss contingencies that we believe will result in a probable loss that is reasonably estimable.

To the extent there is a reasonable possibility that a loss exceeding amounts already recognized may be incurred and the amount of such additional loss would be material, we will either disclose the estimated additional loss or state that such an estimate cannot be made. We do not currently believe that it is reasonably possible that additional losses in connection with litigation arising in the ordinary course of business would be material.

**Indemnification**

Under the indemnification provisions of our standard sales related contracts, we agree to defend our customers against third-party claims asserting infringement of certain intellectual property rights, which may include patents, copyrights, trademarks, or trade secrets, and to pay judgments entered on such claims. Our exposure under these indemnification provisions is generally limited to the total amount paid by our customer under the agreement. However, certain agreements include indemnification provisions that could potentially expose us to losses in excess of the amount received under the agreement. In addition, we indemnify our officers, directors, and certain key employees while they are serving in good faith in such capacities. Through December 31, 2012, there have been no claims under any indemnification provisions.

### 8. Convertible Preferred Stock Warrants

In connection with the First Loan Agreement and Second Loan Agreement entered into or amended during the years ended December 31, 2005, 2006, 2007, 2008, 2011 and 2012 (Note 6), we issued warrants to purchase an aggregate of 525,502 shares of convertible preferred stock, all of which were exercisable upon issuance. As of December 31, 2011 and 2012 and June 30, 2013, all of the convertible preferred stock warrants remained outstanding as follows (in thousands, except share and per share amounts):

<table>
<thead>
<tr>
<th>Class of Shares</th>
<th>Issuance Date(s)</th>
<th>Expiration Date(s)</th>
<th>No. of Shares</th>
<th>Exercise Price per Share</th>
<th>As of December 31, 2011</th>
<th>As of December 31, 2012</th>
<th>As of June 30, 2013 (Unaudited)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series A-2</td>
<td>2005 and 2006</td>
<td>2015 and 2016</td>
<td>245,899</td>
<td>$0.61</td>
<td>$477</td>
<td>$1,632</td>
<td>$3,090</td>
</tr>
<tr>
<td>Series B</td>
<td>2006 through 2008</td>
<td>2016 through 2018</td>
<td>118,942</td>
<td>$1.32</td>
<td>248</td>
<td>925</td>
<td>1,724</td>
</tr>
<tr>
<td>Series D</td>
<td>June 2010</td>
<td>June 2020</td>
<td>100,000</td>
<td>$0.39</td>
<td>182</td>
<td>634</td>
<td>1,087</td>
</tr>
<tr>
<td>Series E</td>
<td>August 2011</td>
<td>August 2021</td>
<td>60,661</td>
<td>$1.36</td>
<td>87</td>
<td>338</td>
<td>606</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>994</strong></td>
<td></td>
<td><strong>3,529</strong></td>
<td><strong>6,507</strong></td>
<td></td>
</tr>
</tbody>
</table>

The fair value of the warrants was recorded as a warrant liability. The warrant is recorded at its estimated fair value utilizing the Monte Carlo model with changes in the fair value of the warrant liability reflected in other expense, net. Upon the earlier of the exercise of the warrants or the completion of a liquidation event, including the completion of an initial public offering in which the shares underlying the warrants would convert from the related shares of preferred stock into shares of common stock, the preferred stock warrant liability will be remeasured to fair value and any remaining liability will be reclassified to additional paid-in capital.

During the years ended December 31, 2010, 2011 and 2012, we recognized charges in the amount of $181,000, $805,000 and $2.5 million, respectively, and during the six months ended June 30, 2012 and June 30, 2013, we recognized charges of $549,000 and $3.0 million (unaudited), respectively, from the remeasurement of the fair value of the warrants, which was recorded through other expense, net in the consolidated statements of operations.
We determined the fair value of the outstanding convertible preferred stock warrants utilizing a Monte Carlo model with the following assumptions as of December 31, 2011 and 2012 and June 30, 2013:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31,</th>
<th>As of June 30,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2011</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td>(Unaudited)</td>
<td>(Unaudited)</td>
</tr>
<tr>
<td>Remaining contractual term (in years)</td>
<td>3.6 – 9.7</td>
<td>2.6 – 8.7</td>
</tr>
<tr>
<td>Risk-free interest rate</td>
<td>1.6% – 2.4%</td>
<td>0.3% – 1.5%</td>
</tr>
<tr>
<td>Volatility</td>
<td>67% – 79%</td>
<td>55% – 64%</td>
</tr>
<tr>
<td>Change of control probability</td>
<td>30% – 55%</td>
<td>25% – 50%</td>
</tr>
<tr>
<td>Control premium</td>
<td>40%</td>
<td>40%</td>
</tr>
<tr>
<td>IPO threshold (in billions)</td>
<td>$0.5 – $0.6</td>
<td>$0.6 – $1.8</td>
</tr>
</tbody>
</table>

The above assumptions were determined as follows:

**Remaining contractual term**—The remaining contractual term represents the time from the date of the valuation to the expiration of the warrant;

**Risk-free interest rate**—The risk-free interest rate is based on the U.S. Treasury yield in effect as of December 31, 2011 and 2012 and June 30, 2013 for zero coupon U.S. Treasury notes with maturities approximately equal to the term of the warrant;

**Volatility**—The volatility is derived from historical volatilities of several unrelated publicly listed peer companies over a period approximately equal to the term of the warrant because the Company has limited information on the volatility of the preferred stock since there is currently no trading history. When making the selections of industry peer companies to be used in the volatility calculation, the Company considered the size, operational and economic similarities to the Company’s principle business operations;

**Change of control probability**—The change of control probability is the Board of Directors’ estimate of the probability that the Company will be involved in a change of control transaction; and

**Control premium**—The control premium represents an additional amount above the value of an entity’s common stock that an investor would be willing to pay to obtain control over that entity.

9. Convertible Preferred Stock

As of the dates below, the Company’s outstanding convertible preferred stock consisted of the following (in thousands):

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Shares Designated</td>
<td>Shares Issued and Outstanding</td>
<td>Liquidation Preference</td>
</tr>
<tr>
<td>Series A-1</td>
<td>1,000</td>
<td>1,000</td>
<td>$250</td>
</tr>
<tr>
<td>Series A-2</td>
<td>10,410</td>
<td>10,164</td>
<td>6,200</td>
</tr>
<tr>
<td>Series B</td>
<td>11,097</td>
<td>10,985</td>
<td>14,500</td>
</tr>
<tr>
<td>Series C</td>
<td>7,049</td>
<td>7,049</td>
<td>14,604</td>
</tr>
<tr>
<td>Series D</td>
<td>26,331</td>
<td>26,231</td>
<td>10,187</td>
</tr>
<tr>
<td>Series E</td>
<td>4,632</td>
<td>4,412</td>
<td>6,000</td>
</tr>
<tr>
<td>Series F</td>
<td>26,331</td>
<td>26,231</td>
<td>10,187</td>
</tr>
<tr>
<td>Total</td>
<td>60,519</td>
<td>59,841</td>
<td>$51,741</td>
</tr>
</tbody>
</table>

In January 2013, we completed a second closing of our Series F convertible preferred stock financing issuing 474,380 shares for approximately $5.0 million.

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The significant rights, preferences and privileges of convertible preferred stock are as follows:

**Voting Rights**

The holders of the convertible preferred stock are entitled to one vote for each share of common stock into which their shares of convertible preferred stock may be converted, and the holders of the convertible preferred stock and common stock vote together on an as converted basis. For the election of the Directors, and as long as 1,000,000 shares of convertible preferred stock are outstanding, the holders of the Series A-1, A-2, B, C, D and E convertible preferred stock can elect two Directors. The holders of the common stock can elect two Directors. A majority of the preferred stock (other than Series F convertible preferred stock) and common stock (each voting as a separate class) shall have the right to elect any remaining directors. The holders of the Series F convertible preferred stock do not have voting rights with respect to the election of Directors.

**Dividends**

The holders of the convertible preferred stock are entitled, when, as, and if declared by the Board of Directors, and prior and in preference to common stock, to non-cumulative dividends at the following per annum rates: $0.015 per share for Series A-1, $0.0366 per share for Series A-2, $0.0792 per share for Series B, $0.1243 per share for Series C, $0.0233014 per share for Series D, $0.0816 per share for Series E and $0.6318 per share for Series F. There were no cumulative preferred stock dividends in arrears as of December 31, 2011 and 2012 and June 30, 2013. No dividends have been paid to date.

**Liquidation**

In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Company, all assets available for distribution will be distributed to the holders of convertible preferred stock based on the original issue price of the related shares as follows: $0.25 per share for Series A-1, $0.61 per share for Series A-2, $1.32 per share for Series B, $2.0717 per share for Series C, $0.3883572 per share for Series D, $1.36 per share for Series E, and $10.5294 per share for Series F, plus in each case all declared and unpaid dividends. If the available funds are insufficient to permit full payment of each Series’ original issue price, the available funds will be allocated based on the number of shares of convertible preferred stock outstanding on a pro-rata basis. Any remaining available funds after payment to the holders of the convertible preferred stock will be distributed to holders of common stock on a pro-rata basis, except that if the holder of convertible preferred stock would receive more funds had they converted into common stock, then the holders of convertible preferred stock will receive the amount they would have received had they converted into common stock.

**Conversion**

Shares of convertible preferred stock are convertible, at any time and at the option of the holder, into shares of common stock. Shares of convertible preferred stock automatically convert into shares of common stock upon the closing of an initial public offering, provided the aggregate proceeds from an initial public offering are not less than $75 million. As of December 31, 2012 and June 30, 2013, the conversion ratio for all series of convertible preferred stock was as follows; 1:1 for Series A-1, 1:1.1730769 for Series A-2, 1:1.4012739 for Series B, 1:1.4915047 for Series C, 1:1 for Series D, 1:1 for Series E and 1:1 for Series F.

**Redemption**

The convertible preferred stock is not redeemable.

**10. Common Shares Reserved for Issuance**

We were authorized to issue 97,529,000 shares of common stock with a par value of $0.0001 per share as of December 31, 2011. We were authorized to issue 130,000,000 shares of common stock with a par value of
$0.0001 per share as of December 31, 2012 and June 30, 2013. Each share of common stock is entitled to one vote. The holders of common stock are also entitled to receive dividends whenever funds are legally available and when declared by the Board of Directors, subject to the prior rights of holders of all classes of convertible preferred stock outstanding.

As of December 31, 2011 and 2012 and June 30, 2013, we reserved shares of common stock for issuance as follows (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>As of December 31, 2011</th>
<th>As of December 31, 2012</th>
<th>As of June 30, 2013 (Unaudited)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserved under stock award plans</td>
<td>14,918</td>
<td>21,443</td>
<td>22,959</td>
</tr>
<tr>
<td>Conversion of preferred stock</td>
<td>69,473</td>
<td>73,747</td>
<td>74,221</td>
</tr>
<tr>
<td>Warrants to purchase convertible preferred stock</td>
<td>616</td>
<td>616</td>
<td>616</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>85,007</strong></td>
<td><strong>95,806</strong></td>
<td><strong>97,796</strong></td>
</tr>
</tbody>
</table>

11. Equity Award Plans

We have two equity award plans, our 2004 Stock Option Plan (“2004 Plan”) and our 2008 Stock Plan (“2008 Plan”) (collectively, the “Plans”), which were adopted by the Board of Directors and approved by the stockholders in August 2004 and February 2008.

Our Plans provide for the issuance of restricted stock and the granting of options and restricted stock units to our employees, officers, directors, and consultants. Awards granted under the Plans vest over the periods determined by the Board of Directors, generally four years, and expire no more than ten years after the date of grant. In the case of an incentive stock option granted to an employee who at the time of grant owns stock representing more than 10% of the total combined voting power of all classes of stock, the exercise price shall be no less than 110% of the fair value per share on the date of grant, and expire five years from the date of grant. For options granted to any other employee, the per share exercise price shall be no less than 100% of the fair value per share on the date of grant. In the case of a non-statutory stock option and options granted to consultants, the per share exercise price shall be no less than 100% of the fair value per share on the date of grant. Stock that is purchased prior to vesting is subject to our right of repurchase at any time following termination of the participant.

During the years ended December 31, 2010, 2011 and 2012 and the six months ended June 30, 2013, a total of 3,508,051, 815,898, 9,807,105 and 5,612,954 shares of common stock, respectively, were issued upon the exercise of equity awards under the Plans, of which proceeds in the amounts of $19,000, $118,000, $1,738,000 and $3,011,750, respectively, related to exercise of unvested shares. As such, at the date of exercise, we recorded the amount attributed to the unvested shares to proceeds from early exercise of unvested stock awards on the consolidated balance sheets. The proceeds from early exercise of unvested stock awards are reclassified to additional paid-in capital on the consolidated statements of stockholders’ equity (deficit) upon vesting. As of December 31, 2011 and 2012 and June 30, 2013, a total of 1,335,396, 6,717,589 and 7,132,650 shares were subject to the repurchase rights held by us at the original issuance price. As such, $123,000, $1,566,000 and $9,483,000 were recorded in proceeds from early exercise of unvested stock awards on the consolidated balance sheet as of December 31, 2011 and 2012 and June 30, 2013, respectively.

Stock-Based Compensation

We record stock-based compensation awards, including employee stock options, based on fair value as of the grant date using the Black-Scholes option-pricing model. We recognize such costs as compensation expense.

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on a straight-line basis over the employee’s requisite service period, which is generally four years. We determined valuation assumptions as follows:

**Fair Value of Common Stock**

Given the absence of a public trading market, our Board of Directors considered numerous objective and subjective factors to determine the fair value of our common stock at each meeting at which awards were approved. These factors included, but were not limited to (i) contemporaneous third-party valuations of common stock; (ii) the rights and preferences of convertible preferred stock relative to common stock; (iii) the lack of marketability of common stock; (iv) developments in the business; and (v) the likelihood of achieving a liquidity event, such as an initial public offering or sale of the Company, given prevailing market conditions.

**Risk-Free Interest Rate**

We base the risk-free interest rate used in the Black-Scholes option-pricing model on the implied yield available on U.S. Treasury zero-coupon issues with an equivalent expected term of the options for each option group.

**Expected Term**

The expected term represents the period that our stock-based awards are expected to be outstanding. We base the expected term assumption based on our historical behavior combined with estimates of post-vesting holding period.

**Volatility**

We determine the price volatility factor based on the historical volatilities of our peer group as we did not have trading history for our common stock.

**Dividend Yield**

The expected dividend assumption is based on our current expectations about our anticipated dividend policy.

The following table summarizes the assumptions used in the Black-Scholes option-pricing model to determine fair value of our stock options:

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31</th>
<th>Six Months Ended June 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010 (Unaudited)</td>
<td>2011</td>
</tr>
<tr>
<td>Fair value of common stock</td>
<td>$0.07 – $0.57</td>
<td>$0.57 – $1.65</td>
</tr>
<tr>
<td>Risk-free interest rate</td>
<td>0.7% – 2.7%</td>
<td>1.0% – 2.8%</td>
</tr>
<tr>
<td>Expected term (in years)</td>
<td>1 – 6</td>
<td>5 – 7</td>
</tr>
<tr>
<td>Volatility</td>
<td>29% – 53%</td>
<td>51% – 52%</td>
</tr>
<tr>
<td>Dividend yield</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Stock-based compensation expense is included in costs and expenses as follows (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31</th>
<th>Six Months Ended June 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010 (Unaudited)</td>
<td>2011</td>
</tr>
<tr>
<td>Cost of revenue</td>
<td>$ 4</td>
<td>$ 39</td>
</tr>
<tr>
<td>Research and development</td>
<td>60</td>
<td>148</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>63</td>
<td>360</td>
</tr>
<tr>
<td>General and administrative</td>
<td>10</td>
<td>168</td>
</tr>
<tr>
<td>Total</td>
<td>$137</td>
<td>$715</td>
</tr>
</tbody>
</table>

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During the years ended December 31, 2010 and 2012 and the six months ended June 30, 2012 and 2013, we modified the terms of certain stock-based awards for former employees and recorded $35,000, $292,000, zero and zero, respectively, of additional compensation expense within general and administrative and sales and marketing expenses.

A summary of the activity under our stock plans and changes during the reporting periods and a summary of information related to options exercisable, restricted stock activity, vested, and expected to vest are presented below (in thousands, except per share and contractual life amounts):

<table>
<thead>
<tr>
<th>Options Outstanding</th>
<th>Shares Available for Grant</th>
<th>Number of Shares</th>
<th>Weighted-Average Exercise Price</th>
<th>Weighted-Average Contractual Life (years)</th>
<th>Aggregate Intrinsic Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance—December 31, 2009</td>
<td>4,215</td>
<td>6,073</td>
<td>$0.08</td>
<td>9.34</td>
<td>$12</td>
</tr>
<tr>
<td>Additional shares authorized</td>
<td>6,996</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Options granted</td>
<td>(5,738)</td>
<td>5,738</td>
<td></td>
<td>0.07</td>
<td></td>
</tr>
<tr>
<td>Options exercised</td>
<td></td>
<td>(3,508)</td>
<td></td>
<td>0.07</td>
<td></td>
</tr>
<tr>
<td>Options canceled</td>
<td>698</td>
<td>(698)</td>
<td></td>
<td>0.07</td>
<td></td>
</tr>
<tr>
<td>Balance—December 31, 2010</td>
<td>5,271</td>
<td>7,605</td>
<td></td>
<td>8.66</td>
<td>12</td>
</tr>
<tr>
<td>Additional shares authorized</td>
<td>2,858</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Options granted</td>
<td>(8,089)</td>
<td>8,089</td>
<td></td>
<td>0.72</td>
<td></td>
</tr>
<tr>
<td>Options exercised</td>
<td></td>
<td>(816)</td>
<td></td>
<td>0.22</td>
<td></td>
</tr>
<tr>
<td>Options canceled</td>
<td>167</td>
<td>(167)</td>
<td></td>
<td>0.37</td>
<td></td>
</tr>
<tr>
<td>Balance—December 31, 2011</td>
<td>207</td>
<td>14,711</td>
<td></td>
<td>8.64</td>
<td>11,227</td>
</tr>
<tr>
<td>Additional shares authorized (unaudited)</td>
<td>(16,308)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted stock awards granted</td>
<td>(2,335)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repurchases</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Options granted</td>
<td>(11,341)</td>
<td>11,341</td>
<td></td>
<td>1.92</td>
<td></td>
</tr>
<tr>
<td>Options exercised</td>
<td></td>
<td>(7,472)</td>
<td></td>
<td>1.27</td>
<td></td>
</tr>
<tr>
<td>Options canceled</td>
<td>1,244</td>
<td>(1,244)</td>
<td></td>
<td>1.06</td>
<td></td>
</tr>
<tr>
<td>Balance—December 31, 2012</td>
<td>4,107</td>
<td>17,336</td>
<td></td>
<td>8.28</td>
<td>77,250</td>
</tr>
<tr>
<td>Additional shares authorized (unaudited)</td>
<td>7,156</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted stock units granted (unaudited)</td>
<td>(3,357)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Options granted (unaudited)</td>
<td>(9,367)</td>
<td>9,367</td>
<td></td>
<td>7.05</td>
<td></td>
</tr>
<tr>
<td>Options exercised (unaudited)</td>
<td></td>
<td>(5,613)</td>
<td></td>
<td>0.85</td>
<td></td>
</tr>
<tr>
<td>Options canceled (unaudited)</td>
<td>657</td>
<td>(657)</td>
<td></td>
<td>2.65</td>
<td></td>
</tr>
<tr>
<td>Balance—June 30, 2013 (unaudited)</td>
<td>2,044</td>
<td>20,433</td>
<td></td>
<td>8.17</td>
<td>132,828</td>
</tr>
<tr>
<td>Option vested and expected to vest—December 31, 2012</td>
<td>14,725</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option exercisable—December 31, 2012</td>
<td>13,639</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option vested and expected to vest—June 30, 2013 (unaudited)</td>
<td>17,501</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option exercisable—June 30, 2013 (unaudited)</td>
<td>10,921</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A summary of information related to restricted stock awards and restricted stock units are presented below (in thousands, except per share):

<table>
<thead>
<tr>
<th>Restricted Stock Award/Stock Units</th>
<th>Weighted-Average Grant Date Fair Value per Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unvested balance—December 31, 2011</td>
<td>$</td>
</tr>
<tr>
<td>Granted</td>
<td>2,335</td>
</tr>
<tr>
<td>Vested</td>
<td>(440)</td>
</tr>
<tr>
<td>Cancelled/forfeited</td>
<td></td>
</tr>
<tr>
<td>Unvested balance—December 31, 2012</td>
<td>1,895</td>
</tr>
<tr>
<td>Granted</td>
<td>532</td>
</tr>
<tr>
<td>Vested</td>
<td>(474)</td>
</tr>
<tr>
<td>Cancelled/forfeited</td>
<td>(23)</td>
</tr>
<tr>
<td>Unvested balance—June 30, 2013</td>
<td>690</td>
</tr>
</tbody>
</table>

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The weighted-average fair value of employee options granted during the years ended December 31, 2010, 2011 and 2012 and the six months ended June 30, 2013 was $0.03, $0.44, $1.35 and $4.05, respectively. The intrinsic value of the vested employee options exercised during the years ended December 31, 2010, 2011 and 2012 and the six months ended June 30, 2013 was $27,000, $547,000, $6.7 million and $29.6 million, respectively. The grant date fair value of employee options vested during the years ended December 31, 2010, 2011 and 2012 and the six months ended June 30, 2012 and 2013 was $65,000, $291,000, $2.5 million, $475,000 and $2.0 million, respectively.

As of December 31, 2010, 2011 and 2012 and the six months ended June 30, 2012 and 2013, total compensation cost related to unvested stock-based awards granted to employees under our stock plans but not yet recognized was $132,000, $2.7 million, $15.3 million, $6.4 million and $39.7 million, net of estimated forfeitures, respectively. This cost for all periods is expected to be amortized on a straight-line basis over a weighted-average period of three years. Future grants will increase the amount of compensation expense to be recorded in future periods.

Additional information regarding options outstanding as of December 31, 2012, is as follows (in thousands, except per share amounts and years):

<table>
<thead>
<tr>
<th>Exercise Price</th>
<th>Options Outstanding</th>
<th>Options Exercisable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>Weighted-Average Remaining Contractual Life (Years)</td>
</tr>
<tr>
<td>$0.05</td>
<td>205</td>
<td>2.43</td>
</tr>
<tr>
<td>$0.07</td>
<td>4,920</td>
<td>7.18</td>
</tr>
<tr>
<td>$0.13</td>
<td>25</td>
<td>4.44</td>
</tr>
<tr>
<td>$0.14</td>
<td>435</td>
<td>5.29</td>
</tr>
<tr>
<td>$0.57</td>
<td>4,547</td>
<td>8.36</td>
</tr>
<tr>
<td>$1.18</td>
<td>1,603</td>
<td>8.96</td>
</tr>
<tr>
<td>$1.65</td>
<td>3,466</td>
<td>9.26</td>
</tr>
<tr>
<td>$2.48</td>
<td>1,168</td>
<td>9.70</td>
</tr>
<tr>
<td>$3.66</td>
<td>967</td>
<td>9.87</td>
</tr>
<tr>
<td></td>
<td>17,336</td>
<td>8.28</td>
</tr>
</tbody>
</table>

During the six months ended June 30, 2013, we granted restricted stock units covering an aggregate of 483,000 shares of common stock to certain employees which vest upon the achievement of certain performance conditions, subject to the employees’ continued service relationship with the Company and the completion of the Company’s initial public offering by December 31, 2014. The grant date fair value of the restricted stock units was approximately $2.9 million or $6.06 per share. Through June 30, 2013, no stock-based compensation was recognized related to these restricted stock units as we concluded that it is not probable that the performance conditions will be achieved. We will reassess the probability of vesting at each reporting period and adjust our compensation cost based on the probability assessment. If the performance conditions are deemed to be probable, the Company will record compensation expense over the requisite service period.

Restricted Stock Outside of the Plans

In July and August 2011, we issued and sold an aggregate of 1,220,498 shares of restricted common stock to a then new key executive for an aggregate amount equal to approximately $696,000. The shares had a purchase price per share equal to $0.57, and vest over four years, with 25% of the shares vesting on the first anniversary of the applicable vesting commencement date and 1/48 of the shares vesting monthly thereafter, subject to the employee’s continued service relationship with the Company on each applicable vesting date. The shares are subject to the terms and conditions of our 2008 Plan (even though the shares were issued outside of the shares...
reserved for issuance under the 2008 Plan) and the applicable stock purchase agreement. The grant date fair value of the shares was approximately $574,000 or $0.47 per share. As of December 31, 2011 and 2012 and June 30, 2013, 1,220,498, 762,812 and 610,249 shares were subject to a repurchase right held by us at the original issuance price. As such, $696,000, $435,000 and $348,000 were recorded in proceeds from early exercises of stock awards on the consolidated balance sheet as of December 31, 2011 and 2012 and June 30, 2013, respectively.

In December 2012, we issued 351,953 shares of restricted common stock to certain employees which vests upon achievement of performance and time-based vesting conditions, subject to the employees’ continued service relationship with the Company on each applicable vesting date. The grant date fair value of the restricted stock awards was approximately $1.9 million or $5.44 per share. As of December 31, 2012 and June 30, 2013, 351,953 shares were subject to forfeiture.

As of December 31, 2011 and 2012 and June 30, 2013, total compensation costs related to these unvested restricted stock awards were $371,000, $2.2 million and $957,000, respectively.

12. Income Taxes

Loss before provision for income taxes consisted of the following (in thousands):

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States</td>
<td>$(9,468)</td>
<td>$(16,744)</td>
<td>$(37,316)</td>
</tr>
<tr>
<td>Foreign</td>
<td>—</td>
<td>33</td>
<td>595</td>
</tr>
<tr>
<td>Total</td>
<td>$(9,468)</td>
<td>$(16,711)</td>
<td>$(36,721)</td>
</tr>
</tbody>
</table>

The provision for (benefit from) income taxes consisted of the following (in thousands):

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td>$ —</td>
<td>$ —</td>
<td>$(1,181)</td>
</tr>
<tr>
<td>Deferred</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>State:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td>8</td>
<td>12</td>
<td>(62)</td>
</tr>
<tr>
<td>Deferred</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Foreign:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td>5</td>
<td>59</td>
<td>278</td>
</tr>
<tr>
<td>Deferred</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Total</td>
<td>$ 13</td>
<td>$ 71</td>
<td>$(965)</td>
</tr>
</tbody>
</table>

The items accounting for the difference between income taxes computed at the federal statutory income tax rate and the provision for (benefit from) income taxes consisted of the following:

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal statutory rate</td>
<td>35.0%</td>
<td>35.0%</td>
<td>35.0%</td>
</tr>
<tr>
<td>Effect of:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State taxes, net of federal tax benefit</td>
<td>4.7</td>
<td>4.4</td>
<td>2.7</td>
</tr>
<tr>
<td>Change in valuation allowance</td>
<td>(42.2)</td>
<td>(39.5)</td>
<td>(31.7)</td>
</tr>
<tr>
<td>Research and development tax credit</td>
<td>3.8</td>
<td>2.8</td>
<td>3.0</td>
</tr>
<tr>
<td>Convertible preferred stock warrants</td>
<td>(0.7)</td>
<td>(1.7)</td>
<td>(2.4)</td>
</tr>
<tr>
<td>Stock-based compensation</td>
<td>(0.5)</td>
<td>(0.8)</td>
<td>(3.2)</td>
</tr>
<tr>
<td>Other, net</td>
<td>(0.2)</td>
<td>(0.6)</td>
<td>(0.8)</td>
</tr>
<tr>
<td>Total</td>
<td>(0.1)%</td>
<td>(0.4)%</td>
<td>2.6%</td>
</tr>
</tbody>
</table>
The components of the deferred tax assets and liabilities are as follows (in thousands):

<table>
<thead>
<tr>
<th>Deferred tax assets:</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net operating loss carryforwards</td>
<td>$22,868</td>
<td>$30,926</td>
</tr>
<tr>
<td>Accruals and reserves</td>
<td>2,881</td>
<td>7,053</td>
</tr>
<tr>
<td>Research and development credits</td>
<td>2,116</td>
<td>3,340</td>
</tr>
<tr>
<td>Depreciation</td>
<td>127</td>
<td>—</td>
</tr>
<tr>
<td>Gross deferred tax assets</td>
<td>27,992</td>
<td>41,319</td>
</tr>
<tr>
<td>Valuation allowance</td>
<td>(27,988)</td>
<td>(39,630)</td>
</tr>
<tr>
<td>Total deferred tax assets</td>
<td>4</td>
<td>1,689</td>
</tr>
<tr>
<td>Acquisition related intangibles</td>
<td>—</td>
<td>(1,668)</td>
</tr>
<tr>
<td>Depreciation</td>
<td>(4)</td>
<td>(21)</td>
</tr>
<tr>
<td>Deferred tax liabilities</td>
<td>(4)</td>
<td>(1,689)</td>
</tr>
<tr>
<td>Total</td>
<td>$—</td>
<td>$—</td>
</tr>
</tbody>
</table>

A valuation allowance is provided when it is more likely than not that the deferred tax asset will not be realized. Realization of the deferred tax assets is dependent upon future taxable income, if any, the amount and timing of which are uncertain. At such time, if it is determined that it is more likely than not that the deferred tax assets are realizable, the valuation allowance will be adjusted. As of December 31, 2012, we have provided a valuation allowance for our federal and state deferred tax assets that we believe are more likely than not unrealizable. The net valuation allowance increased by approximately $11.7 million during fiscal 2012. As of December 31, 2012, we had federal and state net operating loss carry forwards of approximately $77.6 million and $71.4 million, respectively, available to reduce future taxable income, if any. If not utilized, the federal net operating loss carry forwards will expire from the years ending December 31, 2024 through 2032 while state net operating loss carry forwards will expire from the years ending December 31, 2014 through 2032.

We also have federal and state research and development tax credit carry forwards of approximately $2.3 million and $2.5 million, respectively. If not utilized, the federal credit carry forwards will expire in various amounts from the years ended December 31, 2025 through 2032. The state credit will carry forward indefinitely.

Utilization of the net operating loss carryforwards and credits may be subject to a substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code of 1986, as amended, and similar state provisions. The annual limitation may result in the expiration of net operating losses and credits before utilization.

As of December 31, 2012, we had $1.2 million of unrecognized tax benefits, all of which would affect income tax expense if recognized, before consideration of our valuation allowance. As of December 31, 2012, our federal, state, and foreign returns for all years are still open to examination. We do not expect the unrecognized tax benefits to change significantly over the next 12 months. We recognize both interest and penalties associated with uncertain tax positions as a component of income tax expense. As of December 31, 2010 and 2011, we have not accrued any penalties or made provisions for interest. As of December 31, 2012, we have accrued penalties of $12,251 and the provision for interest was $16,678. The ultimate amount and timing of any future cash settlements cannot be predicted with reasonable certainty.
A reconciliation of the gross unrecognized tax benefit is as follows (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrecognized tax benefits at the beginning of the period</td>
<td>$382</td>
<td>$501</td>
<td>$699</td>
</tr>
<tr>
<td>Additions for tax positions related to the current year</td>
<td>119</td>
<td>198</td>
<td>474</td>
</tr>
<tr>
<td>Lapse of statute of limitations</td>
<td>—</td>
<td>—</td>
<td>(1)</td>
</tr>
<tr>
<td>Unrecognized tax benefits at the end of the period</td>
<td>$501</td>
<td>$699</td>
<td>$1,172</td>
</tr>
</tbody>
</table>

As of December 31, 2012, we have not made any tax provision for U.S. federal and state income taxes on approximately $0.5 million of undistributed earnings in foreign subsidiaries, which we expect to reinvest outside of the U.S. indefinitely. If we were to repatriate these earnings to the U.S., we would be subject to U.S. income taxes, subject to an adjustment for foreign tax credits and foreign withholding taxes. The amount of unrecognized deferred tax liability was not significant.

The benefit for income taxes for the year ended December 31, 2012 primarily resulted from the reduction in the Company’s valuation allowance resulting from recording a deferred tax liability on acquisition-related amortizable intangibles for which no tax benefit will be derived. The provision for income taxes for the years ended December 31, 2010 and 2011 differed from the U.S. federal statutory rate primarily as the result of the valuation allowances on U.S. deferred tax assets and state minimum taxes.

13. Net Loss per Share

Basic loss per share is calculated by dividing net loss by the weighted-average number of common shares outstanding during the period, less shares subject to repurchase, and excludes any dilutive effects of employee share-based awards and warrants. Diluted net income per common share is computed giving effect to all potential dilutive common shares, including common stock issuable upon exercise of stock options, and unvested restricted common stock. As the Company had net losses for the years ended December 31, 2010, 2011 and 2012 and the six months ended June 30, 2012 and 2013, all potential common shares were determined to be anti-dilutive.

The following table sets forth the computation of net loss per common share (in thousands, except per share amounts):

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31,</th>
<th>Six Months Ended June 30 (Unaudited)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
</tr>
<tr>
<td><strong>Numerator:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net loss</td>
<td>$(9,481)</td>
<td>$(16,782)</td>
</tr>
<tr>
<td><strong>Denominator:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weighted average number of shares outstanding—basic and diluted</td>
<td>7,271</td>
<td>8,447</td>
</tr>
<tr>
<td>Net loss per share—basic and diluted</td>
<td>$(1.30)</td>
<td>$(1.99)</td>
</tr>
</tbody>
</table>

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The following outstanding options, unvested shares, warrants, and convertible preferred stock were excluded (as common stock equivalents) from the computation of diluted net loss per common share for the periods presented as their effect would have been antidilutive (in thousands):

<table>
<thead>
<tr>
<th></th>
<th>As of December 31,</th>
<th>As of June 30,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
</tr>
<tr>
<td>Options to purchase common stock</td>
<td>7,605</td>
<td>14,711</td>
</tr>
<tr>
<td>Unvested early exercised common shares</td>
<td>1,824</td>
<td>2,556</td>
</tr>
<tr>
<td>Convertible preferred stock</td>
<td>69,473</td>
<td>69,473</td>
</tr>
<tr>
<td>Warrants to purchase convertible preferred stock</td>
<td>555</td>
<td>616</td>
</tr>
</tbody>
</table>

**Unaudited Pro Forma Net Loss Per Share**

Pro forma basic and diluted net loss per share have been computed to give effect, even if antidilutive, to the conversion of our preferred stock into common stock as of the beginning of the period presented or the original issuance date, if later.

The following table shows our calculation of the unaudited pro forma basic and diluted net loss per share (in thousands, except per share data):

<table>
<thead>
<tr>
<th></th>
<th>Year Ended December 31, 2012</th>
<th>Six Months Ended June 30, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net loss used to compute pro forma net loss per share:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net loss</td>
<td>$(35,756)</td>
<td>$(67,196)</td>
</tr>
<tr>
<td>Change in fair value of preferred stock warrant liability</td>
<td>2,535</td>
<td>2,978</td>
</tr>
<tr>
<td>Pro forma net loss</td>
<td>(33,221)</td>
<td>(64,218)</td>
</tr>
<tr>
<td>Weighted-average shares used to compute pro forma net loss per share:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weighted-average shares used to compute net loss per share, basic and diluted</td>
<td>10,917</td>
<td>16,877</td>
</tr>
<tr>
<td>Pro forma adjustment to reflect assumed conversion of convertible preferred stock</td>
<td>73,747</td>
<td>74,221</td>
</tr>
<tr>
<td>Weighted-average shares used to compute pro forma net loss per share, basic and diluted</td>
<td>84,664</td>
<td>91,098</td>
</tr>
<tr>
<td>Pro forma net loss per share, basic and diluted</td>
<td>$ (0.39)</td>
<td>$ (0.70)</td>
</tr>
</tbody>
</table>

**14. Employee Benefit Plan**

We have established a 401(k) tax-deferred savings plan (the “401(k) Plan”), which permits participants to make contributions by salary deduction pursuant to Section 401(k) of the Internal Revenue Code of 1986, as amended. We are responsible for administrative costs of the 401(k) Plan and have made no contributions to the 401(k) Plan since inception.

**15. Related Party Transactions**

**Employee Notes Receivable**

Our former Chief Executive Officer and now Chief Technology Officer and Chief Strategy Officer and the current Chief Executive Officer have exercised stock options early in exchange for full-recourse promissory notes bearing annual interest of 1.07% to 2.72% payable to us. These notes were secured by the underlying
shares purchased and such unvested shares can be repurchased by us upon employee termination at the original issuance price. The promissory notes and accrued interest become due and payable in full beginning January 29, 2015 and ending June 18, 2017, but may become due earlier if we become subject to the requirements of Section 13 of the Securities Exchange Act of 1934, have a change in control or the Chief Executive Officer terminates services.

Employee notes receivable as of December 31, 2012 was $7.3 million, all of which was repaid in March and April 2013.

In March 2013, the Company’s Chief Technology Officer repaid in full his outstanding promissory notes with us in the aggregate amount of $3.7 million, which covered all outstanding principal and accrued interest. Approximately $1.9 million is recorded as an early exercise liability, as such shares can be repurchased by us upon employee termination at the original issuance price.

In April 2013, our Chief Executive Officer repaid in full his outstanding promissory note with us in the amount of $3.6 million, which covered all outstanding principal and accrued interest.

**Investor Customers**

As of December 31, 2011, we had two customers that were also investors, owning 532,064 and 1,837,832 shares of Series C, D and E convertible preferred stock. As of December 31, 2012, the same two investor customers owned 532,064 and 1,938,027 shares of Series C, D, E and F convertible preferred stock. Sales to these two customers accounted for $1.5 million, $370,000 and $437,000 of revenue during the years ended December 31, 2010, 2011 and 2012, respectively, and $71,000 and $124,000 for the six months ended June 30, 2012 and 2013, respectively.

During the year ended December 31, 2010, we reduced revenue by $43,000, which reflects the fair value of the convertible preferred stock.

We have not reduced revenue during the years ended December 31, 2011 and 2012 or for the six month periods ended June 30, 2012 and 2013 related to the issuance of convertible preferred stock to related parties as we believe the issuance of the convertible preferred stock does not constitute a sales incentive. The price paid for the convertible preferred stock was representative of fair value, as evidenced by the simultaneous purchase of convertible preferred stock by other, unrelated investors.

**16. Segment Information**

We conduct business globally and are primarily managed on a geographic theater basis. Our chief operating decision maker reviews financial information presented on a consolidated basis accompanied by information about revenue by geographic region for purposes of allocating resources and evaluating financial performance. We have one business activity, and there are no segment managers who are held accountable for operations, operating results, and plans for levels, components, or types of products or services below the consolidated unit level. Accordingly, we are considered to be in a single reportable segment and operating unit structure.
Revenue by geographic region based on the billing address is as follows (in thousands):

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2010</td>
<td>2011</td>
<td>2012</td>
<td>2012</td>
<td>2013</td>
</tr>
<tr>
<td>Revenue:</td>
<td></td>
<td></td>
<td></td>
<td>(Unaudited)</td>
<td></td>
</tr>
<tr>
<td>United States</td>
<td>$10,073</td>
<td>$30,050</td>
<td>$66,556</td>
<td>$24,754</td>
<td>$45,358</td>
</tr>
<tr>
<td>EMEA</td>
<td>132</td>
<td>1,129</td>
<td>6,628</td>
<td>1,614</td>
<td>8,415</td>
</tr>
<tr>
<td>APAC</td>
<td>1,470</td>
<td>1,142</td>
<td>6,488</td>
<td>2,264</td>
<td>5,824</td>
</tr>
<tr>
<td>Other</td>
<td>90</td>
<td>1,337</td>
<td>3,644</td>
<td>1,109</td>
<td>2,041</td>
</tr>
<tr>
<td>Total revenue</td>
<td>$11,765</td>
<td>$33,658</td>
<td>$83,316</td>
<td>$29,741</td>
<td>$61,638</td>
</tr>
</tbody>
</table>

Substantially all of our assets were attributable to operations in the United States as of December 31, 2011 and 2012 and June 30, 2013.

17. Revision to Prior Period Financial Statements

Subsequent to the issuance of the Company’s fiscal 2012 consolidated financial statements, we determined that $205,000, $806,000 and $3.6 million for the years ended December 31, 2010, 2011 and 2012, primarily attributable to change in fair value of preferred stock warrant liability, was incorrectly included within the cash paid for interest previously disclosed within the Supplemental Disclosure of Cash Flow information in the Consolidated Statements of Cash Flows. The impact of the error is presented below:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash paid for interest as reported</td>
<td>$313</td>
<td>$1,000</td>
<td>$4,067</td>
</tr>
<tr>
<td>Cash paid for interest corrected</td>
<td>108</td>
<td>194</td>
<td>508</td>
</tr>
<tr>
<td>Difference</td>
<td>$205</td>
<td>$806</td>
<td>$3,559</td>
</tr>
</tbody>
</table>

Accordingly, we have corrected the supplemental disclosure of cash flows relating to cash paid for interest in the statement of cash flows. Management has concluded that the correction of these errors is immaterial.
PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth all the fees and expenses to be paid by the Registrant, other than underwriting discounts and commissions, in connection with this offering. All amounts shown are estimates except for the SEC registration fee and the FINRA filing fee.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEC registration fee</td>
<td>$ 23,870</td>
</tr>
<tr>
<td>FINRA filing fee</td>
<td>26,750</td>
</tr>
<tr>
<td>Exchange listing fee</td>
<td>*</td>
</tr>
<tr>
<td>Printing and engraving</td>
<td>*</td>
</tr>
<tr>
<td>Legal fees and expenses</td>
<td>*</td>
</tr>
<tr>
<td>Accounting fees and expenses</td>
<td>*</td>
</tr>
<tr>
<td>Blue sky fees and expenses (including legal fees)</td>
<td>*</td>
</tr>
<tr>
<td>Transfer agent and registrar fees</td>
<td>*</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>*</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>**$ *</td>
</tr>
</tbody>
</table>

* To be filed by amendment.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 145 of the Delaware General Corporation Law authorizes a corporation’s board of directors to grant, and authorizes a court to award, indemnity to officers, directors, and other corporate agents.

On completion of this offering, as permitted by Section 102(b)(7) of the Delaware General Corporation Law, the Registrant’s amended and restated certificate of incorporation will include provisions that eliminate the personal liability of its directors and officers for monetary damages for breach of their fiduciary duty as directors and officers.

In addition, as permitted by Section 145 of the Delaware General Corporation Law, the amended and restated certificate of incorporation and amended and restated bylaws of the Registrant will provide that:

- The Registrant shall indemnify its directors and officers for serving the Registrant in those capacities or for serving other business enterprises at the Registrant’s request, to the fullest extent permitted by Delaware law. Delaware law provides that a corporation may indemnify such person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Registrant and, with respect to any criminal proceeding, had no reasonable cause to believe such person’s conduct was unlawful.
- The Registrant may, in its discretion, indemnify employees and agents in those circumstances where indemnification is permitted by applicable law.
- The Registrant is required to advance expenses, as incurred, to its directors and officers in connection with defending a proceeding, except that such director or officer shall undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification.
- The Registrant will not be obligated pursuant to the amended and restated bylaws to indemnify a person with respect to proceedings initiated by that person, except with respect to proceedings authorized by the Registrant’s board of directors or brought to enforce a right to indemnification.
• The rights conferred in the amended and restated certificate of incorporation and amended and restated bylaws are not exclusive, and the Registrant is authorized to enter into indemnification agreements with its directors, officers, employees, and agents and to obtain insurance to indemnify such persons.

• The Registrant may not retroactively amend the bylaw provisions to reduce its indemnification obligations to directors, officers, employees, and agents.

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

These indemnification provisions and the indemnification agreements entered into between the Registrant and its directors and certain of its officers may be sufficiently broad to permit indemnification of the Registrant’s officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act.

The underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification by the underwriters of the Registrant and its officers and directors for certain liabilities arising under the Securities Act and otherwise.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

During the last three years, the Registrant has sold the following unregistered securities:

**Warrants**

In August 2011, the Registrant issued a warrant to purchase 60,661 shares of its Series E convertible preferred stock to one accredited investor at an exercise price of $1.36 per share.

**Sales of Convertible Preferred Stock**

In December 2010, the Registrant sold an aggregate of 4,411,761 shares of its Series E convertible preferred stock to a total of 18 accredited investors at a purchase price of $1.36 per share, for an aggregate purchase price of approximately $6,000,000.

In December 2012 and January 2013, the Registrant sold an aggregate of 4,748,591 shares of its Series F convertible preferred stock to a total of 30 accredited investors at a purchase price of approximately $10.53 per share, for an aggregate purchase price of approximately $50,000,000.

**Option and Common Stock Issuances**

From July 1, 2010 through June 30, 2013, pursuant to the terms of its 2008 Stock Plan, the Registrant granted to its officers, directors, employees, consultants and other service providers options to purchase an aggregate of 28,796,657 shares of its common stock at exercise prices ranging from $0.57 to $9.68 per share.

From July 1, 2010 through June 30, 2013, pursuant to the terms of its 2008 Stock Plan, the Registrant granted to certain executive officers and other employees restricted stock units for an aggregate of 505,500 shares of its common stock in exchange for services.

From July 1, 2010 through June 30, 2013, pursuant to the terms of its 2008 Stock Plan, the Registrant issued and sold to its officers, directors, employees, consultants and other service providers an aggregate of 13,999,389 shares of its common stock upon the exercise of options at exercise prices ranging from $0.05 to $7.93 per share, for an aggregate exercise price of $14,449,142.
From July 1, 2010 through June 30, 2013, the Registrant issued an aggregate of 2,361,103 shares of its restricted common stock in exchange for services and sold 1,220,498 shares of its restricted common stock at a purchase price of $0.57 per share for an aggregate purchase price of $695,684.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. The Registrant believes the offers, sales, and issuances of the above securities were exempt from registration under the Securities Act by virtue of (i) Section 4(2) of the Securities Act (or Regulation D promulgated thereunder) as transactions not involving a public offering, (ii) Rule 701 promulgated under the Securities Act as transactions pursuant to compensatory benefit plans or contracts relating to compensation as provided under such rule, or (iii) Regulation S promulgated under the Securities Act as transactions made outside of the United States. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate access, through their relationships with the Registrant, to information about the Registrant. The sales of these securities were made without any general solicitation or advertising.

In addition to the securities described above, the Registrant has issued securities in connection with the following acquisitions:

- On December 14, 2012, the Registrant issued 150,000 shares of its common stock as consideration for the acquisition of certain assets of another entity.
- On December 20, 2012, the Registrant issued 763,133 shares of its common stock as partial consideration for the acquisition of another entity and an additional 11,488 shares of its common stock to a former advisor to such entity in connection with the acquisition.

None of the foregoing transactions with respect to the acquisitions involved any underwriters, underwriting discounts or commissions, or any public offering. The Registrant believes that such offers, sales and issuances of the above securities in connection with the foregoing acquisitions were exempt from registration under the Securities Act by virtue of Section 4(2) of the Securities Act as transactions by an issuer not involving a public offering, after taking into account the following factors: (i) all sales of the shares were made without any general solicitation or advertising; (ii) there were a limited number of offerees (three persons and two entities in the case of the acquisition described in the first bullet above and one offeree in the case of the acquisition described in the second bullet above); (iv) the purchasers and/or their legal representatives had access to substantial business and financial information regarding the Registrant; (v) the Registrant believes that each of the purchasers was sophisticated and capable of understanding and evaluating the risks of acquiring the Registrant’s securities; (vi) each of the purchasers made standard representations to the Registrant to ensure the availability of the Section 4(2) exemption, including, without limitation, representations of their intentions to acquire the shares for investment for their own accounts and not with a view to the resale or distribution of any shares (except, in the case of the acquisition described in the first bullet above, for a distribution by the recipient entity to its five stockholders, provided that such distribution would be exempt from the registration requirements of the Securities Act); and (vii) appropriate legends were placed upon the stock certificates issued in connection with both of these acquisitions.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits.

We have filed the exhibits listed on the accompanying Exhibit Index of this Registration Statement.

(b) Financial Statement Schedules.

All financial statement schedules are omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto.
ITEM 17. UNDERTAKINGS.

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 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 Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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.
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Milpitas, State of California, on August 2, 2013.

FIREEYE, INC.

"/S/ DAVID G. DEWALT"
David G. DeWalt
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David G. DeWalt, Michael J. Sheridan and Alexa King and each of them, as his true and lawful attorney-in-fact and agent with full power of substitution, for him in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) increasing the number of securities for which registration is sought), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact, proxy, and agent 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 for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact, proxy and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>/S/ DAVID G. DEWALT</td>
<td>Chief Executive Officer and Chairman of the Board</td>
<td>August 2, 2013</td>
</tr>
<tr>
<td></td>
<td>(Principal Executive Officer)</td>
<td></td>
</tr>
<tr>
<td>/S/ MICHAEL J. SHERIDAN</td>
<td>Senior Vice President and Chief Financial Officer</td>
<td>August 2, 2013</td>
</tr>
<tr>
<td></td>
<td>(Principal Financial and Accounting Officer)</td>
<td></td>
</tr>
<tr>
<td>/S/ ASHAR AZIZ</td>
<td>Founder, Chief Technology Officer, Chief Strategy Officer, and Vice Chairman of the Board</td>
<td>August 2, 2013</td>
</tr>
<tr>
<td>/S/ RONALD E. F. CODD</td>
<td>Director</td>
<td>August 2, 2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>/S/ WILLIAM M. COUGHRAN JR.</td>
<td>Director</td>
<td>August 2, 2013</td>
</tr>
<tr>
<td>/S/ GAURAV GARG</td>
<td>Director</td>
<td>August 2, 2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>/S/ PROMOD HAQUE</td>
<td>Director</td>
<td>August 2, 2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>/S/ ROBERT F. LENTZ</td>
<td>Director</td>
<td>August 2, 2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>/S/ ENRIQUE SALEM</td>
<td>Director</td>
<td>August 2, 2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### EXHIBIT INDEX

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description of Exhibit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1*</td>
<td>Form of Underwriting Agreement.</td>
</tr>
<tr>
<td>3.1</td>
<td>Seventh Restated Certificate of Incorporation of the Registrant, as currently in effect.</td>
</tr>
<tr>
<td>3.2*</td>
<td>Form of Amended and Restated Certificate of Incorporation of the Registrant, to be in effect upon completion of the offering.</td>
</tr>
<tr>
<td>3.3</td>
<td>Amended and Restated Bylaws of the Registrant, as currently in effect.</td>
</tr>
<tr>
<td>3.4*</td>
<td>Form of Amended and Restated Bylaws of Registrant, to be in effect upon completion of the offering.</td>
</tr>
<tr>
<td>4.1*</td>
<td>Form of the Registrant’s common stock certificate.</td>
</tr>
<tr>
<td>5.1*</td>
<td>Opinion of Wilson Sonsini Goodrich &amp; Rosati, Professional Corporation.</td>
</tr>
<tr>
<td>10.1†</td>
<td>Form of Indemnification Agreement.</td>
</tr>
<tr>
<td>10.2</td>
<td>Amended and Restated Loan and Security Agreement, dated as of August 26, 2011, between the Registrant and Silicon Valley Bank, as amended and currently in effect.</td>
</tr>
<tr>
<td>10.3</td>
<td>Lease, dated as of January 15, 2008, by and between the Registrant and Silicon Valley CA-I, LLC, as amended and currently in effect.</td>
</tr>
<tr>
<td>10.4</td>
<td>Lease, dated as of March 11, 2010, by and between the Registrant and Silicon Valley CA-I, LLC, as amended, assigned and currently in effect.</td>
</tr>
<tr>
<td>10.5†</td>
<td>2004 Stock Option Plan, as amended, including form agreements under 2004 Stock Option Plan.</td>
</tr>
<tr>
<td>10.6†</td>
<td>2008 Stock Plan, as amended, including form agreements under 2008 Stock Plan.</td>
</tr>
<tr>
<td>10.7**</td>
<td>2013 Equity Incentive Plan, including form agreements under 2013 Equity Incentive Plan, to be in effect upon completion of the offering.</td>
</tr>
<tr>
<td>10.8**</td>
<td>2013 Employee Stock Purchase Plan, including form agreements under 2013 Employee Stock Purchase Plan, to be in effect upon completion of the offering.</td>
</tr>
<tr>
<td>10.9†</td>
<td>Offer Letter between the Registrant and David DeWalt, dated November 19, 2012.</td>
</tr>
<tr>
<td>10.10†</td>
<td>Offer Letter between the Registrant and Ashar Aziz, dated November 26, 2012.</td>
</tr>
<tr>
<td>10.11†</td>
<td>Offer Letter between the Registrant and Enrique Salem, dated February 2, 2013.</td>
</tr>
<tr>
<td>10.13†*</td>
<td>Offer Letter between the Registrant and Michael J. Sheridan.</td>
</tr>
<tr>
<td>10.14†*</td>
<td>Offer Letter between the Registrant and Bahman Mahbod.</td>
</tr>
<tr>
<td>10.15†*</td>
<td>Offer Letter between the Registrant and Jeffrey C. Williams.</td>
</tr>
<tr>
<td>10.16†*</td>
<td>Offer Letter between the Registrant and Alexa King.</td>
</tr>
<tr>
<td>10.17†</td>
<td>Employee Incentive Plan.</td>
</tr>
<tr>
<td>10.18</td>
<td>Agreement, dated as of September 29, 2010, between the Registrant and AMAX Information Technologies.</td>
</tr>
<tr>
<td>10.20</td>
<td>Amended and Restated Investors’ Rights Agreement, dated as of December 27, 2012, by and among the Registrant and the investors listed on Schedule A thereto.</td>
</tr>
<tr>
<td>Exhibit No.</td>
<td>Description of Exhibit</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>10.22</td>
<td>Warrant to purchase shares of Series A-2 Preferred Stock issued to Gold Hill Lending 03, LP, dated August 15, 2005.</td>
</tr>
<tr>
<td>10.23</td>
<td>Warrant to purchase shares of Series B Preferred Stock issued to Silicon Valley Bank and assigned to SVB Financial Group, dated September 5, 2006.</td>
</tr>
<tr>
<td>10.24</td>
<td>Warrant to purchase shares of Series B Preferred Stock issued to Gold Hill Lending 03, LP, dated September 5, 2006.</td>
</tr>
<tr>
<td>10.25</td>
<td>Warrant to purchase shares of Series D Preferred Stock issued to Silicon Valley Bank and assigned to SVB Financial Group, dated June 7, 2010.</td>
</tr>
<tr>
<td>10.26</td>
<td>Warrant to purchase shares of Series E Preferred Stock issued to Silicon Valley Bank and assigned to SVB Financial Group, dated August 26, 2011.</td>
</tr>
<tr>
<td>21.1</td>
<td>List of subsidiaries of the Registrant.</td>
</tr>
<tr>
<td>23.1*</td>
<td>Consent of Wilson Sonsini Goodrich &amp; Rosati, P.C. (included in Exhibit 5.1).</td>
</tr>
<tr>
<td>23.2</td>
<td>Consent of Deloitte &amp; Touche LLP, independent registered public accounting firm.</td>
</tr>
<tr>
<td>24.1</td>
<td>Power of Attorney (see page II-5 to this Registration Statement on Form S-1).</td>
</tr>
</tbody>
</table>

* To be filed by amendment.
† Indicates a management contract or compensatory plan or arrangement.
+ Portions of this exhibit have been omitted pending a determination by the Securities and Exchange Commission as to whether these portions should be granted confidential treatment.
SEVENTH RESTATED CERTIFICATE OF INCORPORATION
OF
FIREEYE, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

FireEye, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “General Corporation Law”),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is FireEye, Inc. (the “Corporation”) and that the Corporation was originally incorporated pursuant to the General Corporation Law on February 18, 2004 under the name NetForts, Inc.

SECOND: That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of the Corporation, declaring said amendment and restatement to be advisable and in the best interests of the Corporation and its stockholders, and authorizing the appropriate officers of the Corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended, and restated in its entirety as follows:

ARTICLE I

The name of this corporation is FireEye, Inc. (the “Corporation”).

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is 3500 South Dupont Highway, in the City of Dover, County of Kent, 19901. The name of its registered agent at such address is Incorporating Services, Ltd.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “General Corporation Law”).

ARTICLE IV

A. Authorization of Stock. The Corporation is authorized to issue two classes of stock to be designated, respectively, common stock and preferred stock. The total number of
shares that the Corporation is authorized to issue is 195,326,602. The total number of shares of common stock authorized to be issued is 130,000,000, par value $0.0001 per share (the “Common Stock”). The total number of shares of preferred stock authorized to be issued is 65,326,602, par value $0.0001 per share (the “Preferred Stock”), of which 1,000,000 shares are designated as “Series A-1 Preferred Stock,” 10,409,832 shares are designated as “Series A-2 Preferred Stock,” 11,103,787 shares are designated “Series B Preferred Stock,” 7,049,256 shares are designated “Series C Preferred Stock,” 26,311,374 shares are designated “Series D Preferred Stock,” 4,632,353 shares are designated “Series E Preferred Stock” and 4,800,000 shares are designated “Series F Preferred Stock.”

B. Rights, Preferences and Restrictions of Preferred Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Article IV(B).


(a) The holders of shares of Preferred Stock shall be entitled to receive dividends on a pari passu basis, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the Common Stock of the Corporation, at the applicable Dividend Rate (as defined below), payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. The holders of the outstanding Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of a majority of the shares of Preferred Stock then outstanding (voting together as a single class and not as separate series, and on an as-converted basis). For purposes of this subsection 1(a), “Dividend Rate” shall mean $0.015 per annum for each share of Series A-1 Preferred Stock, $0.0366 per annum for each share of Series A-2 Preferred Stock, $0.0792 per annum for each share of Series B Preferred Stock, $0.1243 per annum for each share of Series C Preferred Stock, $0.0233014 per annum for each share of Series D Preferred Stock, $0.0816 per annum for each share of Series E Preferred Stock and $0.6318 per annum for each share of Series F Preferred Stock (each as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like).

(b) After payment of such dividends, any additional dividends or distributions shall be distributed among all holders of Common Stock and Preferred Stock in proportion to the number of shares of Common Stock that would be held by each such holder if all shares of Preferred Stock were converted to Common Stock at the then effective conversion rate.

2. Liquidation Preference.

(a) In the event of any Liquidation Event (as defined below), either voluntary or involuntary, the holders of each series of Preferred Stock shall be entitled to receive on a pari passu basis, prior and in preference to any distribution of the proceeds of such Liquidation Event (the “Proceeds”) to the holders of Common Stock by reason of their
ownership thereof, an amount per share equal to the sum of the applicable Original Issue Price (as defined below) for such series of Preferred Stock, plus declared but unpaid dividends on such share. If, upon the occurrence of such event, the Proceeds thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire Proceeds legally available for distribution shall be distributed ratably among the holders of the Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive under this subsection (a). For purposes of this Seventh Restated Certificate of Incorporation, “Original Issue Price” shall mean $0.25 per share for each share of the Series A-1 Preferred Stock, $0.61 per share for each share of Series A-2 Preferred Stock, $1.32 per share for each share of Series B Preferred Stock, $2.0717 per share for each share of Series C Preferred Stock, $0.3883572 per share for each share of Series D Preferred Stock, $1.36 per share for each share of Series E Preferred Stock and $10.5294 per share for each share of Series F Preferred Stock (each as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to such series of Preferred Stock).

(b) Upon completion of the distribution required by subsection (a) of this Section 2, all of the remaining Proceeds available for distribution to stockholders shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each.

(c) Notwithstanding the provisions of Section 2(a) and Section 2(b), solely for purposes of determining the amount each holder of shares of Preferred Stock is entitled to receive with respect to a Liquidation Event, at the closing of any Liquidation Event with respect to which amounts are to be legally distributed to the Corporation’s stockholders and at each date after such closing on which additional amounts (such as earn-out payments, escrow amounts or other contingent payments) are to be legally distributed to the Corporation’s stockholders as a result of such Liquidation Event (each, a “Payment Date”), each holder of Preferred Stock shall be entitled to be paid, out of the legally available funds and assets, on such Payment Date an amount for each share of Preferred Stock held as of the closing of such Liquidation Event equal to: (i) the greater of the amount of cash, securities and other property to which such holder would have been entitled (after taking into account the operation of this Section 2(c) with respect to all series of Preferred Stock and treating the distributions to the Corporation’s stockholders made upon such Payment Date and all prior Payment Dates as having been made simultaneously upon the closing of the Liquidation Event): (x) pursuant to Sections 2(a) and 2(b) above, or (y) if all shares of Preferred Stock had converted to Common Stock as of immediately prior to the closing of such Liquidation Event; reduced by (ii) the amount per share of such Preferred Stock paid in the aggregate to such holder with respect to such holder’s Preferred Stock on all prior Payment Dates; provided, however, that the fair market value of any non-cash consideration that may be distributed to the Corporation’s stockholders on each Payment Date shall be determined at the date of the closing of the Liquidation Event in accordance with Section 2(d)(ii).

(d) (i) For purposes of this Section 2, a “Liquidation Event” shall include (A) the closing of the sale, transfer or other disposition of all or substantially all of the Corporation’s assets, (B) the consummation of the merger or consolidation of the Corporation with or into another entity (except a merger or consolidation in which the holders of
capital stock of the Corporation immediately prior to such merger or consolidation continue to hold a majority of the voting power of the capital stock of the Corporation or the, surviving or acquiring entity), (C) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Corporation’s securities), of the Corporation’s securities if, after such closing, such person or group of affiliated persons would hold at least fifty percent (50%) of the outstanding voting stock of the Corporation (or the surviving or acquiring entity) or (D) a liquidation, dissolution or winding up of the Corporation; provided, however, that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the state of the Corporation’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation’s securities immediately prior to such transaction. Notwithstanding the prior sentence, the sale of shares of Preferred Stock in a transaction, or series of related transactions, consummated for principally equity financing purposes in which cash is received by the Corporation and/or debt of the Corporation is cancelled in exchange for securities of the Corporation, shall not be deemed a “Liquidation Event.” The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived by the vote or written consent of the holders of a majority of the outstanding Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(ii) In any Liquidation Event, if Proceeds received by the Corporation or its stockholders is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

   (A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

       (1) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event;

       (2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event; and

       (3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Corporation and the holders of a majority of the voting power of all then outstanding shares of Preferred Stock.

   (B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder’s status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (A) (1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined by the Corporation and the holders of a majority of the voting power of all then outstanding shares of such Preferred Stock.

   (C) The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall be superseded by any determination, or method of determination, of such value set forth in the definitive agreements governing such Liquidation Event.
In the event the requirements of this Section 2 are not complied with, the Corporation shall forthwith either:

(A) cause the closing of such Liquidation Event to be postponed until such time as the requirements of this Section 2 have been complied with; or

(B) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 2(d)(iv) hereof.

(iv) The Corporation shall give each holder of record of Preferred Stock written notice of such impending Liquidation Event not later than twenty (20) days prior to the stockholders’ meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the Corporation has given the first notice provided for herein or sooner than ten (10) days after the Corporation has given notice of any material changes provided for herein; provided, however, that subject to compliance with the General Corporation Law such periods may be shortened or waived upon the written consent of the holders of Preferred Stock that represent a majority of the voting power of all then outstanding shares of such Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

3. **Redemption.** The Preferred Stock shall not be redeemable at the option of the holder thereof.

4. **Conversion.** The holders of the Preferred Stock shall have conversion rights as follows (the “Conversion Rights”):

   (a) **Right to Convert.** Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the applicable Original Issue Price for such series by the applicable Conversion Price for such series (the conversion rate for a series of Preferred Stock into Common Stock is referred to herein as the “Conversion Rate” for such series), determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price per share for the Series
A-1 Preferred Stock shall be $0.25, the initial Conversion Price per share for the Series A-2 Preferred Stock shall be $0.52, the initial Conversion Price per share for the Series B Preferred Stock shall be $0.942, the initial Conversion Price per share for the Series C Preferred Stock shall be $1.389, the initial Conversion Price per share for the Series D Preferred Stock shall be $0.3883572, the initial Conversion Price per share for the Series E Preferred Stock shall be $1.36 and the initial Conversion Price per share for the Series F Preferred Stock shall be $10.5294; provided, however, that the Conversion Price for the Preferred Stock shall be subject to adjustment as set forth in subsection 4(d).

(b) Automatic Conversion.

(i) Each share of Series A-1 Preferred Stock, Series A-2 Preferred Stock, and Series B Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such series of Preferred Stock immediately upon the earlier of (x) the Corporation’s sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 or Form SB-2 under the Securities Act of 1933, as amended, the public offering price of which was not less than $75,000,000 in the aggregate (a “Qualified Public Offering”) or (y) the date specified by written consent or agreement of the holders of a majority of the then outstanding shares of Series A-1 Preferred Stock, Series A-2 Preferred Stock and Series B Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(ii) Each share of Series C Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for the Series C Preferred Stock immediately upon the earlier of (x) the Corporation’s sale of its Common Stock in a Qualified Public Offering or (y) the date specified by written consent or agreement of the holders of both (A) a majority of the then outstanding shares of Series C Preferred Stock and (B) a majority of the then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(iii) Each share of Series D Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for the Series D Preferred Stock immediately upon the earlier of (x) the Corporation’s sale of its Common Stock in a Qualified Public Offering or (y) the date specified by written consent or agreement of the holders of both (A) a majority of the then outstanding shares of Series D Preferred Stock and (B) a majority of the then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(iv) Each share of Series E Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for the Series E Preferred Stock immediately upon the earlier of (x) the Corporation’s sale of its Common Stock in a Qualified Public Offering or (y) the date specified by written consent or agreement of the holders of both (A) a majority of the then outstanding shares of Series E Preferred Stock and (B) a majority of the then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).

(v) Each share of Series F Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for the Series F Preferred Stock immediately upon the earlier of (x) the Corporation’s sale of its Common Stock in a Qualified Public Offering or (y) the date specified by written consent or agreement of the holders of both (A) a majority of the then outstanding shares of Series F Preferred Stock and (B) a majority of the then outstanding shares of Preferred Stock (voting together as a single class and not as separate series, and on an as-converted basis).
Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to voluntarily convert the same into shares of Common Stock, he or she shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid and a certificate for the number (if any) of shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, together with cash (if any) equal to all then declared but unpaid dividends on the shares of Preferred Stock converted. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities. If the conversion is in connection with Automatic Conversion provisions of subsection 4(b)(i)(y), 4(b)(ii)(y), 4(b)(iii)(y), 4(b)(iv)(y) or 4(b)(v)(y) above, such conversion shall be deemed to have been made on the conversion date described in the stockholder consent approving such conversion, and the persons entitled to receive shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holders of such shares of Common Stock as of such date. Upon the occurrence of any of the events specified in Section 4(b) above, the outstanding shares of Preferred Stock being so converted shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of any Preferred Stock, the holders of such Preferred Stock shall surrender the certificates representing such shares at the office of the Corporation or
any transfer agent for the Preferred Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in
its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock
into which the shares of Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred, and
any declared and unpaid dividends shall be paid in accordance with the provisions of Section 1.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and
Combinations. The Conversion Prices of the Preferred Stock shall be subject to adjustment from time to time as follows:

(i) (A) If the Corporation shall issue, on or after the date upon which this Seventh
Restated Certificate of Incorporation is accepted for filing by the Secretary of State of the State of Delaware (the “Filing Date”), any
Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price applicable to a
series of Preferred Stock in effect immediately prior to the issuance of such Additional Stock (a “Qualifying Dilutive Issuance”), the
Conversion Price for such series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this
clause (i) be adjusted to a price, rounded to the nearest tenth of a penny, determined by multiplying such Conversion Price by a fraction,
the numerator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such
issuance plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance
would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock Outstanding
(as defined below) immediately prior to such issuance plus the number of shares of such Additional Stock actually issued. For purposes
of this Section 4(d)(i)(A), the term “Common Stock Outstanding” shall mean and include the following: (1) outstanding Common
Stock, (2) Common Stock issuable upon conversion of outstanding Preferred Stock, (3) Common Stock issuable upon exercise of
outstanding stock options and (4) Common Stock issuable upon exercise (and, in the case of warrants to purchase Preferred Stock,
conversion) of outstanding warrants. Shares described in (1) through (4) above shall be included whether vested or unvested, whether
contingent or non-contingent and whether exercisable or not yet exercisable.

In the event that the Corporation issues or sells, or is deemed to have issued or sold, Additional Stock in a Qualifying Dilutive Issuance
(the “First Dilutive Issuance”), then in the event that the Corporation issues or sells, or is deemed to have issued or sold, Additional
Stock in a Qualifying Dilutive Issuance other than the First Dilutive Issuance as a part of the same transaction or series of related
transactions as the First Dilutive Issuance (a “Subsequent Dilutive Issuance”), then and in each such case upon a Subsequent Dilutive
Issuance the applicable Conversion Price shall be reduced to the Conversion Price that would have been in effect had the First Dilutive
Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(B) No adjustment of the Conversion Price for the Preferred Stock shall be made
in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall
be carried forward and shall be either taken into account in any subsequent adjustment made prior to three (3) years
from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in subsections (E)(3) and (E)(4), no adjustment of such Conversion Price pursuant to this subsection 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Additional Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for purposes of determining the number of shares of Additional Stock issued and the consideration paid therefor:

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)), if any, received by the Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)).
(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 4(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(i)(E)(3) or (4).

(ii) “Additional Stock” shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(d)(i)(E)) by the Corporation on or after the Filing Date other than:

(A) Common Stock issued pursuant to a transaction described in subsection 4(d)(iii) hereof;

(B) Shares of Common Stock issued to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to plans or agreements approved by the Corporation’s Board of Directors or Compensation Committee of the Corporation’s Board of Directors;

(C) Common Stock issued pursuant to a Qualified Public Offering;

(D) Common Stock issued pursuant to the conversion of shares of Preferred Stock;

(E) Common Stock issued pursuant to the conversion or exercise of convertible or exercisable securities outstanding on the Filing Date;
(F) Common Stock issued in connection with a bona fide business acquisition of or by the Corporation, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise;

(G) Common Stock issued or deemed issued pursuant to subsection 4(d)(i)(E) as a result of a decrease in the Conversion Price of any series of Preferred Stock resulting from the operation of Section 4(d);

(H) Common Stock issued to persons or entities with which the Corporation has business relationships, provided such issuances are for other than primarily equity financing purposes; or

(I) Common Stock that is issued with the unanimous approval of the Board of Directors of the Corporation and the Board specifically states that it shall not be Additional Stock.

(iii) In the event the Corporation should at any time or from time to time after the Filing Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as “Common Stock Equivalents”) without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in subsection 4(d)(i)(E).

(iv) If the number of shares of Common Stock outstanding at any time after the Filing Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(d)(iii), then, in each such case for the purpose of this subsection 4(e), the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.
Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or in Section 2) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalently as may be practicable.

No Impairment. This Corporation will not, without the appropriate vote of the stockholders under the General Corporation Law or Section 6 of this Article IV(B), by amendment of this Seventh Restated Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

No Fractional Shares and Certificate as to Adjustments.

No fractional shares shall be issued upon the conversion of any share or shares of thePreferred Stock and the aggregate number of shares of Common Stock to be issued to particular stockholders, shall be rounded down to the nearest whole share and the Corporation shall pay in cash the fair market value of any fractional shares as of the time when entitlement to receive such fractions is determined. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

Upon the occurrence of each adjustment or readjustment of the Conversion Price of Preferred Stock pursuant to this Section 4, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Preferred Stock.
(i) **Notices of Record Date.** In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, the Corporation shall mail to each holder of Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution, and the amount and character of such dividend or distribution.

(j) **Reservation of Stock Issuable Upon Conversion.** This Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Seventh Restated Certificate of Incorporation.

(k) **Notices.** Any notice required by the provisions of this Section 4 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

(l) **Waiver of Adjustment to Conversion Price.** Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of the holders of a majority of the outstanding shares of such series of Preferred Stock (voting as a separate series and on an as-converted basis). Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

5. **Voting Rights**

   (a) **General Voting Rights.** Subject to the limitations on the voting rights of the shares of Series F Preferred Stock set forth in subsection 5(b) below, the holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders’ meeting in accordance with the Bylaws of the Corporation,
and except as provided in subsection 5(b) below with respect to the election of directors by the separate class vote of the holders of Common Stock, shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward). Irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof outstanding) by the affirmative vote of the holders of a majority of the capital stock of the Corporation, voting together as a single class on an as-converted basis.

(b) Voting for the Election of Directors. Subject to the last sentence of this subsection 5(b), for as long as at least 1,000,000 shares of Preferred Stock remain outstanding, the holders of shares of Preferred Stock shall be entitled to elect two (2) directors of the Corporation at any election of directors (whether at a meeting or by written consent). The holders of outstanding Common Stock shall be entitled to elect two (2) directors of the Corporation at any election of directors (whether at a meeting or by written consent). The affirmative vote of a majority of the outstanding shares of Preferred Stock and Common Stock (each voting as a separate class) shall be required to elect any remaining directors (whether at a meeting or by written consent).

Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the General Corporation Law, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Seventh Restated Certificate of Incorporation, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series, the holders of shares of such class or series may override the Board’s action to fill such vacancy by (i) voting for their own designee to fill such vacancy at a meeting of the Corporation’s stockholders or (ii) written consent, if the consenting stockholders hold a sufficient number of shares to elect their designee at a meeting of the stockholders. Any director may be removed during his or her term of office, either with or without cause, by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to written consent.

Notwithstanding anything to the contrary set forth in this Seventh Restated Certificate of Incorporation, the shares of Series F Preferred Stock shall have no voting rights with respect to the election of directors.

6. Protective Provisions. As long as at least 1,000,000 shares (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the
like) of Preferred Stock remain outstanding, the Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then outstanding shares of Preferred Stock:

(a) consummate a Liquidation Event;
(b) alter or change the rights, preferences or privileges of the shares of Preferred Stock so as to affect adversely the shares;
(c) increase or decrease (other than by redemption or conversion) the total number of authorized shares of Preferred Stock or Common Stock;
(d) authorize or issue, or obligate itself to issue, any equity security (including any other security convertible into or exercisable for any such equity security) having a preference over, or being on a parity with, any series of Preferred Stock with respect to dividends, liquidation or redemption, other than the issuance of any authorized but unissued shares of Preferred Stock designated in this Seventh Restated Certificate of Incorporation (including any security convertible into or exercisable for such shares of Preferred Stock);
(e) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or service, or pursuant to a right of first refusal;
(f) declare any dividend or make any distribution with respect to any security of the Corporation;
(g) authorize or issue, or obligate itself to issue, any equity security (including any other security convertible into or exercisable for any such equity security) having a voting right greater than one vote for each share of such equity security (or any other security issuable upon conversion of such equity security); or
(h) amend the Corporation’s Certificate of Incorporation or Bylaws.

7. Status of Converted and Reacquired Stock. In the event any shares of Preferred Stock shall be converted, redeemed, repurchased or otherwise reacquired, the shares so converted, redeemed, repurchased or otherwise reacquired shall be cancelled and shall not be issuable by the Corporation. The Seventh Restated Certificate of Incorporation of the Corporation shall be appropriately amended to effect the corresponding reduction in the Corporation’s authorized capital stock.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV(C).
1. **Dividend Rights.** Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, any dividends as may be declared from time to time by the Board of Directors.

2. **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation shall be distributed as provided in Section 2 of Article IV(B) hereof.

3. **Redemption.** The Common Stock is not redeemable at the option of the holder.

4. **Voting Rights.** The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

**ARTICLE V**

Except as otherwise provided in this Seventh Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

**ARTICLE VI**

The number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

**ARTICLE VII**

Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

**ARTICLE VIII**

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**ARTICLE IX**

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders, (ii) for
acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article IX by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

**ARTICLE X**

This Corporation reserves the right to amend, alter, change or repeal any provision contained in this Seventh Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

**ARTICLE XI**

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law, subject only to limits created by applicable General Corporation Law (statutory or non-statutory), with respect to actions for breach of duty to the Corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection of a director, officer, agent, or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

**ARTICLE XII**

In accordance with Section 500 of the California Corporations Code, a distribution can be made without regard to any preferential dividends arrears amount (as defined in Section 500 of the California Corporations Code) or any preferential rights amount (as defined in Section 500 of the California Corporations Code) in connection with (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal.
contained in agreements providing for such right, (iii) repurchases of Common Stock or Preferred Stock in connection with the settlement of disputes with any stockholder, or (iv) any other repurchase or redemption of Common Stock or Preferred Stock approved by the holders of Preferred Stock of the Corporation.

**ARTICLE XIII**

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, or in being informed about, an Excluded Opportunity. An “Excluded Opportunity” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any affiliate, partner, member, director, stockholder, employee, agent or other related person of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, “Covered Persons”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s capacity as a director of the Corporation.

* * *

**THIRD:** The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said Corporation in accordance with Section 228 of the General Corporation Law.

**FOURTH:** That said Seventh Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Corporation’s Sixth Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

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IN WITNESS WHEREOF, this Seventh Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on this 27th day of December, 2012.

/s/ David DeWalt
David DeWalt, Chief Executive Officer
AMENDED AND RESTATED BYLAWS OF
FIREEYE, INC.

Adopted May 3, 2013
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ARTICLE I — MEETINGS OF STOCKHOLDERS

1.1 Place of Meetings. Meetings of stockholders of FireEye, Inc. (the “Company”) shall be held at any place, within or outside the State of Delaware, determined by the Company’s board of directors (the “Board”). The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law (the “DGCL”). In the absence of any such designation or determination, stockholders’ meetings shall be held at the Company’s principal executive office.

1.2 Annual Meeting. An annual meeting of stockholders shall be held for the election of directors at such date and time as may be designated by resolution of the Board from time to time. Any other proper business may be transacted at the annual meeting. The Company shall not be required to hold an annual meeting of stockholders, provided that (i) the stockholders are permitted to act by written consent under the certificate of incorporation and these bylaws, (ii) the stockholders take action by written consent to elect directors, and (iii) the stockholders unanimously consent to such action or, if such consent is less than unanimous, all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

1.3 Special Meeting. A special meeting of the stockholders may be called at any time by the Board, Chairman of the Board, Chief Executive Officer or President (in the absence of a Chief Executive Officer) or by one or more stockholders holding shares in the aggregate entitled to cast not less than 10% of the votes at that meeting.

If any person(s) other than the Board calls a special meeting, the request shall:

(i) be in writing;

(ii) specify the time of such meeting and the general nature of the business proposed to be transacted; and

(iii) be delivered personally or sent by registered mail or by facsimile transmission to the Chairman of the Board, the Chief Executive Officer, the President (in the absence of a Chief Executive Officer) or the Secretary of the Company.

The officer(s) receiving the request shall cause notice to be promptly given to the stockholders entitled to vote at such meeting, in accordance with these bylaws, that a meeting will be held at the time requested by the person or persons calling the meeting. No business may be transacted at such special meeting other than the business specified in such notice to stockholders. Nothing contained in this paragraph of this section 1.3 shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board may be held.
1.4 **Notice of Stockholders’ Meetings.** Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except as otherwise provided in the DGCL, the certificate of incorporation or these bylaws, the written notice of any meeting of stockholders shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

1.5 **Quorum.** Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person, by remote communication, if applicable, or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. Where a separate vote by a class or series or classes or series is required, a majority of the outstanding shares of such class or series or classes or series, present in person, by remote communication, if applicable, or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter, except as otherwise provided by law, the certificate of incorporation or these bylaws.

If, however, such quorum is not present or represented at any meeting of the stockholders, then either (i) the chairperson of the meeting, or (ii) the stockholders entitled to vote at the meeting, present in person, by remote communication, if applicable, or represented by proxy, shall have the power to adjourn the meeting from time to time, in the manner provided in section 1.6, until a quorum is present or represented.

1.6 **Adjourned Meeting; Notice.** Any meeting of stockholders, annual or special, may be adjourned from time to time, either by the person who is the chairperson of the meeting or by the vote of a majority of the shares present in person, by remote communication, if applicable, or represented by proxy, to reconvene at the same or some other place, and notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with Section 213(a) of the DGCL and section 1.10 of these bylaws, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

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1.7 **Conduct of Business.** Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in the absence of the foregoing persons by the Chief Executive Officer, or in the absence of the foregoing persons by the President, or in the absence of the foregoing persons by a Vice President, or in the absence of the foregoing persons by a chairperson designated by the Board, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting. The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business.

1.8 **Voting.** The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of section 1.10 of these bylaws, subject to Section 217 (relating to voting rights of fiduciaries, pledgors and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL.

Except as may be otherwise provided in the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of capital stock held by such stockholder which has voting power upon the matter in question. Voting at meetings of stockholders need not be by written ballot and, unless otherwise required by law, need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person, by remote communication, if applicable, or by proxy at such meeting. If authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission (as defined in section 7.2 of these bylaws), provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder.

Except as otherwise required by law, the certificate of incorporation or these bylaws, in all matters other than the election of directors, the affirmative vote of a majority of the voting power of the shares present in person, by remote communication, if applicable, or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Except as otherwise required by law, the certificate of incorporation or these bylaws, directors shall be elected by a plurality of the voting power of the shares present in person, by remote communication, if applicable, or represented by proxy at the meeting and entitled to vote on the election of directors. Where a separate vote by a class or series or classes or series is required, in all matters other than the election of directors, the affirmative vote of the majority of shares of such class or series or classes or series present in person, by remote communication, if applicable, or represented by proxy at the meeting shall be the act of such class or series or classes or series, except as otherwise provided by law, the certificate of incorporation or these bylaws.

1.9 **Stockholder Action by Written Consent Without a Meeting.** Unless otherwise provided in the certificate of incorporation, any action required by the DGCL to be taken at any annual or special meeting of stockholders of a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall
be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

An electronic transmission (as defined in section 7.2) consenting to an action to be taken and transmitted by a stockholder or proxy holder, or by a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written, signed and dated for purposes of this section, provided that any such electronic transmission sets forth or is delivered with information from which the Company can determine (i) that the electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (ii) the date on which such stockholder or proxy holder or authorized person or persons transmitted such electronic transmission.

In the event that the Board shall have instructed the officers of the Company to solicit the vote or written consent of the stockholders of the Company, an electronic transmission of a stockholder written consent given pursuant to such solicitation may be delivered to the Secretary or the Chief Executive Officer of the Company or to a person designated by the Secretary or the Chief Executive Officer. The Secretary or the Chief Executive Officer of the Company or a designee of the Secretary or the Chief Executive Officer shall cause any such written consent by electronic transmission to be reproduced in paper form and inserted into the corporate records.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Company as provided in Section 228 of the DGCL. In the event that the action which is consented to is such as would have required the filing of a certificate under any provision of the DGCL, if such action had been voted on by stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement required by such provision concerning any vote of stockholders, that written consent has been given in accordance with Section 228 of the DGCL.

1.10 Record Dates. In order that the Company may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination.

If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the provisions of Section 213 of the DGCL and this Section 1.10 at the adjourned meeting.
In order that the Company may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a
record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be
more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the
record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by
law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company in accordance
with applicable law. If no record date has been fixed by the Board and prior action by the Board is required by law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the
resolution taking such prior action.

In order that the Company may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights
or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the
Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date
shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the
close of business on the day on which the Board adopts the resolution relating thereto.

1.11 **Proxies.** Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without
a meeting may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted
by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three years from its date, unless
the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of
Section 212 of the DGCL.

1.12 **List of Stockholders Entitled to Vote.** The officer who has charge of the stock ledger of the Company shall prepare and make, at least 10
days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; *provided, however,* if the record date for
determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day
before the meeting date, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each
stockholder. The Company shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be
open to the examination of any stockholder for any purpose germane to the meeting; *provided* that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during
ordinary business hours, at the Company’s principal place of business. In the event that the Company determines to make the list available on an electronic
network, the Company may take reasonable steps to ensure that such information is available only to stockholders of the Company. If the meeting is to be held
at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be examined by any stockholder
who is present. If the meeting is to be held solely
by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

ARTICLE II — DIRECTORS

2.1 Powers. The business and affairs of the Company shall be managed by or under the direction of the Board, except as may be otherwise provided in the DGCL or the certificate of incorporation.

2.2 Number of Directors. The Board shall consist of one or more members, each of whom shall be a natural person. Unless the certificate of incorporation fixes the number of directors, the number of directors shall be determined from time to time by resolution of the Board. No reduction of the authorized number of directors shall have the effect of removing any director before that director’s term of office expires.

2.3 Election, Qualification and Term of Office of Directors. Except as provided in section 2.4 of these bylaws, and subject to sections 1.2 and 1.9 of these bylaws, directors shall be elected at each annual meeting of stockholders. Directors need not be stockholders unless so required by the certificate of incorporation or these bylaws. The certificate of incorporation or these bylaws may prescribe other qualifications for directors. Each director shall hold office until such director’s successor is elected and qualified or until such director’s earlier death, resignation or removal.

2.4 Resignation and Vacancies. Any director may resign at any time upon notice given in writing or by electronic transmission to the Company. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Unless otherwise provided in the certificate of incorporation or these bylaws, when one or more directors resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Unless otherwise provided in the certificate of incorporation:

(i) Any vacancies on the Board resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class shall, unless the Board determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders, be filled only by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. A vacancy on the Board shall be deemed to exist under this bylaw in the case of the death, resignation, disqualification or removal of any director or from other causes resulting in such vacancy.

(ii) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.
If at any time, by reason of death or resignation or other cause, the Company should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the certificate of incorporation or these bylaws, or may apply to the Court of Chancery for a decree summarily ordering an election as provided in Section 211 of the DGCL.

If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10% of the voting stock at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office as aforesaid, which election shall be governed by the provisions of Section 211 of the DGCL as far as applicable.

A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and until such director’s successor is elected and qualified, or until such director’s earlier death, resignation or removal.

2.5 Place of Meetings; Meetings by Telephone. The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

2.6 Conduct of Business. Meetings of the Board shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in the absence of the foregoing persons by a chairperson designated by the Board, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

2.7 Regular Meetings. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.
2.8 **Special Meetings; Notice.** Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the Chief Executive Officer, the President, the Secretary or any two directors.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;

(ii) sent by United States first-class mail, postage prepaid;

(iii) sent by facsimile; or

(iv) sent by electronic mail,

directed to each director at that director’s address, telephone number, facsimile number or electronic mail address, as the case may be, as shown on the Company’s records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or (iii) sent by electronic mail, it shall be delivered or sent at least 24 hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. Any oral notice may be communicated to the director. The notice need not specify the place of the meeting (if the meeting is to be held at the Company’s principal executive office) nor the purpose of the meeting.

2.9 **Quorum; Voting.** At all meetings of the Board, unless the certificate of incorporation or the DGCL requires a greater number, a majority of the directors then in office shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the certificate of incorporation or these bylaws.

If the certificate of incorporation provides that one or more directors shall have more or less than one vote per director on any matter, every reference in these bylaws to a majority or other proportion of the directors shall refer to a majority or other proportion of the votes of the directors.

2.10 **Board Action by Written Consent Without a Meeting.** Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.
2.11 **Fees and Compensation of Directors.** Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board shall have the authority to fix the compensation of directors.

2.12 **Removal of Directors.** Unless otherwise restricted by statute, the certificate of incorporation or these bylaws, any director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director’s term of office.

**ARTICLE III — COMMITTEES**

3.1 **Committees of Directors.** The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Company.

3.2 **Committee Minutes.** Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

3.3 **Meetings and Actions of Committees.** Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

   (i) section 2.5 (Place of Meetings; Meetings by Telephone);

   (ii) section 2.7 (Regular Meetings);

   (iii) section 2.8 (Special Meetings; Notice);

   (iv) section 2.9 (Quorum; Voting);
(v) section 2.10 (Board Action by Written Consent Without a Meeting); and
(vi) section 7.5 (Waiver of Notice)

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. *However:*

(i) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board; and

(iii) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

Any provision in the certificate of incorporation providing that one or more directors shall have more or less than one vote per director on any matter shall apply to voting in any committee or subcommittee, unless otherwise provided in the certificate of incorporation or these bylaws.

3.4 *Subcommittees.* Unless otherwise provided in the certificate of incorporation, these bylaws or the resolutions of the Board designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

**ARTICLE IV — OFFICERS**

4.1 *Officers.* The officers of the Company shall include, if and when designated by the Board, a Chief Executive Officer and a Secretary. The Company may also have, at the discretion of the Board, a Chairman of the Board, a Vice Chairman of the Board, a President, one or more Vice Presidents (including Senior Vice Presidents and Executive Vice Presidents) (collectively, “*Vice Presidents*”), a Chief Financial Officer, a Treasurer, one or more Assistant Treasurers, one or more Assistant Secretaries, and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

4.2 *Appointment of Officers.* The Board shall appoint the officers of the Company, except that, in addition to the authority of the Board, (i) the Compensation Committee of the Board (the “*Compensation Committee*”) shall also have the authority to appoint any Vice Presidents and (ii) the Chief Executive Officer shall also have the authority to appoint any Vice Presidents that do not directly report to the Chief Executive Officer. Each of the officers of the Company shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board, the Compensation Committee or the Chief Executive Officer may from time to time determine.
4.3 **Removal and Resignation of Officers.** Any officer may be removed, either with or without cause, by (i) an affirmative vote of the majority of the Board at any regular or special meeting of the Board, (ii) an affirmative vote of the majority of the Compensation Committee at any regular or special meeting of the Compensation Committee, in the case of any Vice Presidents, or (iii) the Chief Executive Officer, in the case of any Vice Presidents that do not directly report to the Chief Executive Officer.

Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

4.4 **Vacancies in Offices.** Any vacancy occurring in any office of the Company shall be filled by the Board or as provided in section 4.2.

4.5 **Representation of Shares of Other Corporations.** Unless otherwise directed by the Board, the Chief Executive Officer or any other person authorized by the Board or the Chief Executive Officer is authorized to vote, represent and exercise on behalf of the Company all rights incident to any and all shares of any other corporation or corporations standing in the name of the Company. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

4.6 **Authority and Duties of Officers.** Except as otherwise provided in these bylaws, the officers of the Company shall have such powers and duties in the management of the Company as may be designated from time to time by the Board and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

**ARTICLE V — INDEMNIFICATION**

5.1 **Indemnification of Directors and Executive Officers.** The Company shall indemnify its directors and executive officers to the fullest extent not prohibited by the DGCL or any other applicable law; provided, however, that the Company may modify the extent of such indemnification by individual contracts with its directors and executive officers; and, provided, further, that the Company shall not be required to indemnify any director or executive officer: (1) in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board, (iii) such indemnification is provided by the Company, in its sole discretion, pursuant to the powers vested in the Company under the DGCL or any other applicable law, or (iv) such indemnification is required to be made under section 5.4; (2) for expenses, judgments, fines or amounts paid in settlement for which payment is actually made to such director or executive officer under a valid and collectible
insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except in respect of any excess beyond payment under such insurance, clause, bylaw or agreement; (3) on account of any claim against a director or executive officer for an accounting or disgorgement of profits made from the purchase or sale by such director or executive officer of securities of the Company pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of any federal, state or local statutory law providing for, or regulatory action regarding, an accounting or disgorgement of profits; (4) for any reimbursement of the Company by such person of any bonus or other incentive-based or equity-based compensation or of any profits realized by such person from the sale of securities of the Company, as required in each case under the Securities Exchange Act of 1934, as amended (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), or the payment to the Company of profits arising from the purchase and sale by such person of securities in violation of Section 306 of the Sarbanes-Oxley Act), if such person is held liable therefor (including pursuant to any settlement arrangements); or (5) if indemnification is not lawful.

5.2 **Indemnification of Other Officers, Employees and Other Agents.** The Company shall have power to indemnify its other officers, employees and other agents as set forth in the DGCL or any other applicable law. The Board shall have the power to delegate the determination of whether indemnification shall be given to any such person except executive officers to such officers or other persons as the Board shall determine.

5.3 **Advanced Payment of Expenses.** The Company shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or executive officer of the Company, or is or was serving at the request of the Company as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or executive officer in connection with such proceeding, provided, however, that if the DGCL requires, an advancement of expenses incurred by a director or executive officer in his or her capacity as a director or executive officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Company of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Article V or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to section 5.5, no advance shall be made by the Company to an executive officer of the Company (except by reason of the fact that such executive officer is or was a director of the Company, in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by a majority vote of directors who were not parties to the proceeding, even if not a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Company.
5.4 Enforcement. Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and executive officers under this Article V shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the Company and the director or executive officer. Any right to indemnification or advances granted by this Article V to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. In connection with any claim for indemnification, the Company shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the DGCL or any other applicable law for the Company to indemnify the claimant for the amount claimed. In connection with any claim by an executive officer of the Company (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such executive officer is or was a director of the Company) for advances, the Company shall be entitled to raise a defense as to any such action clear and convincing evidence that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Company, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his conduct was lawful. Neither the failure of the Company (including the Board, the Company’s independent legal counsel or the Company’s stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the DGCL or any other applicable law, nor an actual determination by the Company (including the Board, the Company’s independent legal counsel or the Company’s stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

5.5 Non-Exclusivity of Rights. The rights conferred on any person by this Article V shall not be exclusive of any other right which such person may have or hereafter acquire under any applicable statute, provision of the certificate of incorporation, bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The Company is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the DGCL, or by any other applicable law.

5.6 Survival of Rights. The rights conferred on any person by this Article V shall continue as to a person who has ceased to be a director or executive officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

5.7 Insurance. To the fullest extent permitted by the DGCL or any other applicable law, the Company, upon approval by the Board, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Article V.
5.8 Amendments. Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the Company.

5.9 Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this Article V that shall not have been invalidated, or by any other applicable law. If this Article V or any portion hereof shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the Company shall indemnify each director and executive officer to the full extent under any other applicable law.

5.10 Certain Definitions. For the purposes of this Article V, the following definitions shall apply:

(i) The term “proceeding” shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(ii) The term “executive officer” shall have the meaning defined in Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended.

(ii) The term “expenses” shall be broadly construed and shall include, without limitation, court costs, attorneys’ fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(iii) The term the “Company” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(iv) References to a “director,” “executive officer,” “officer,” “employee,” or “agent” of the Company shall include, without limitation, situations where such person is serving at the request of the Company as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(v) References to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Company” shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director,
ARTICLE VI — STOCK

6.1 Stock Certificates; Partly Paid Shares. The shares of the Company shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Company by the Chairman of the Board or Vice Chairman of the Board, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Company representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Company shall not have power to issue a certificate in bearer form.

The Company may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, or upon the books and records of the Company in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Company shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

6.2 Special Designation on Certificates. If the Company is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Company shall issue to represent such class or series of stock; provided that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Company shall issue to represent such class or series of stock, a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the Company shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this section 6.2 or Sections 156, 202(a) or 218(a) of the DGCL or with respect to this section 6.2 a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

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6.3 **Lost Certificates.** Except as provided in this section 6.3, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Company and cancelled at the same time. The Company may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or such owner’s legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

6.4 **Dividends.** The Board, subject to any restrictions contained in the certificate of incorporation or applicable law, may declare and pay dividends upon the shares of the Company’s capital stock. Dividends may be paid in cash, in property, or in shares of the Company’s capital stock, subject to the provisions of the certificate of incorporation.

The Board may set apart out of any of the funds of the Company available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

6.5 **Stock Transfer Agreements.** The Company shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Company to restrict the transfer of shares of stock of the Company of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

6.6 **Registered Stockholders.** The Company:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner;

(ii) shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares; and

(iii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

6.7 **Transfers.** Transfers of record of shares of stock of the Company shall be made only upon its books by the holders thereof, in person or by an attorney duly authorized, and, if such stock is certificated, upon the surrender of a certificate or certificates for a like number of shares, properly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer.
ARTICLE VII — MANNER OF GIVING NOTICE AND WAIVER

7.1 Notice of Stockholder Meetings. Notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder’s address as it appears on the Company’s records. An affidavit of the Secretary or an Assistant Secretary of the Company or of the transfer agent or other agent of the Company that the notice has been given shall, in the absence of fraud, be \textit{prima facie} evidence of the facts stated therein.

7.2 Notice by Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders pursuant to the DGCL, the certificate of incorporation or these bylaws, any notice to stockholders given by the Company under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any such consent shall be deemed revoked if:

(i) the Company is unable to deliver by electronic transmission two consecutive notices given by the Company in accordance with such consent; and

(ii) such inability becomes known to the Secretary or an Assistant Secretary of the Company or to the transfer agent, or other person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Any notice given pursuant to the preceding paragraph shall be deemed given:

(i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

(ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice;

(iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and

(iv) if by any other form of electronic transmission, when directed to the stockholder.

An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Company that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be \textit{prima facie} evidence of the facts stated therein.
An “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Notice by a form of electronic transmission shall not apply to Sections 164, 296, 311, 312 or 324 of the DGCL.

7.3 **Notice to Stockholders Sharing an Address**. Except as otherwise prohibited under the DGCL, without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Company under the provisions of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any stockholder who fails to object in writing to the Company, within 60 days of having been given written notice by the Company of its intention to send the single notice, shall be deemed to have consented to receiving such single written notice.

7.4 **Notice to Person with Whom Communication is Unlawful**. Whenever notice is required to be given, under the DGCL, the certificate of incorporation or these bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Company is such as to require the filing of a certificate under the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

7.5 **Waiver of Notice**. Whenever notice is required to be given under any provision of the DGCL, the certificate of incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.
ARTICLE VIII — GENERAL MATTERS

8.1 **Fiscal Year.** The fiscal year of the Company shall be fixed by resolution of the Board and may be changed by the Board.

8.2 **Seal.** The corporate seal of the Company shall consist of a die bearing the name of the Company and the inscriptions, “Corporate Seal” and “Delaware.” The Company may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

8.3 **Annual Report.** The Company shall cause an annual report to be sent to the stockholders of the Company to the extent required by applicable law. If and so long as there are fewer than 100 holders of record of the Company’s shares, the requirement of sending an annual report to the stockholders of the Company is expressly waived (to the extent permitted under applicable law).

8.4 **Construction; Definitions.** Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a corporation and a natural person.

ARTICLE IX — AMENDMENTS

These bylaws may be adopted, amended or repealed by the stockholders entitled to vote and, to the extent permitted in the certificate of incorporation, by the Board.

A bylaw amendment adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board.
FIREEYE, INC.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “Agreement”) is dated as of [insert date], and is between FireEye, Inc., a Delaware corporation (the “Company”), and [insert name of indemnitee] (“Indemnitee”).

RECITALS

A. The Company desires to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve the Company and its related entities.

B. In order to induce Indemnitee to continue to provide services to the Company, the Company wishes to provide for the indemnification of, and the advancement of expenses to, Indemnitee to the maximum extent permitted by law.

C. The Company and Indemnitee recognize the continued difficulty in obtaining liability insurance for the Company’s directors, officers, employees, agents and fiduciaries, the significant increases in the cost of such insurance and the general reductions in the coverage of such insurance.

D. The Company and Indemnitee further recognize the substantial increase in corporate litigation in general, subjecting directors, officers, employees, agents and fiduciaries to expensive litigation risks at the same time as the availability and coverage of liability insurance has been severely limited.

E. The Company and Indemnitee desire to have in place the additional protection provided by an indemnification agreement, and to provide indemnification and advancement of expenses to the Indemnitee to the maximum extent permitted by Delaware law.

F. In view of the considerations set forth above, the Company desires that Indemnitee shall be indemnified and advanced expenses by the Company as set forth herein.

G. This Agreement is a supplement to and in furtherance of the indemnification provided in the Company’s certificate of incorporation and bylaws, and any resolutions adopted pursuant thereto, and this Agreement shall not be deemed a substitute therefor, nor shall this Agreement be deemed to limit, diminish or abrogate any rights of Indemnitee thereunder.

The parties therefore agree as follows:

1. Definitions.

(a) A “Change in Control” shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company’s then outstanding securities; provided, however, that the foregoing shall not include any Person having such status prior to the consummation of the initial public offering of the Company’s securities unless after the initial public offering such Person is or becomes the Beneficial Owner, directly or indirectly, of additional securities of the Company representing in the aggregate an additional five percent (5%) or more of the combined voting power of the Company’s then outstanding securities;
(ii) Change in Board Composition. During any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Company’s board of directors, and any new directors (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 1(a)(i), 1(a)(iii) or 1(a)(iv)) whose election by the board of directors or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Company’s board of directors;

(iii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 65% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company’s assets; and

(v) Other Events. Any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended, whether or not the Company is then subject to such reporting requirement.

For purposes of this Section 1(a), the following terms shall have the following meanings:

1. “Person” shall have the meaning as set forth in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended; provided, however, that “Person” shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

2. “Beneficial Owner” shall have the meaning given to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended; provided, however, that “Beneficial Owner” shall exclude any Person otherwise becoming a Beneficial Owner by reason of (i) the stockholders of the Company approving a merger of the Company with another entity or (ii) the Company’s board of directors approving a sale of securities by the Company to such Person.

b) “Corporate Status” describes the status of a person who is or was a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise.

c) “DGCL” means the General Corporation Law of the State of Delaware.

d) “Disinterested Director” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemninee.

e) “Enterprise” means the Company and any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which Indemninee is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary.
“Expenses” include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees and costs of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond or other appeal bond or their equivalent, and (ii) for purposes of Section 12(c), Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee’s rights under this Agreement or under any directors’ and officers’ liability insurance policies maintained by the Company. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

“Independent Counsel” means a law firm, or a partner or member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than as Independent Counsel with respect to matters concerning Indemnitee under this Agreement, or other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

“Proceeding” means any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, including any appeal therefrom and including without limitation any such Proceeding pending as of the date of this Agreement, in which Indemnitee was, is or will be involved as a party, a potential party, a non-party witness or otherwise by reason of (i) the fact that Indemnitee is or was a director or officer of the Company, (ii) any action taken by Indemnitee or any action or inaction on Indemnitee’s part while acting as a director or officer of the Company, or (iii) the fact that he or she is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification or advancement of expenses can be provided under this Agreement.

Reference to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to any employee benefit plan (excluding any “parachute payments” within the meanings of Sections 280G and 4999 of the Internal Revenue Code of 1986, as amended); references to “serving at the request of the Company” shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Company” as referred to in this Agreement.

2. **Indemnity in Third-Party Proceedings.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 2 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a
judgment in its favor. Pursuant to this Section 2, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

3. **Indemnity in Proceedings by or in the Right of the Company.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 3 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged by a court of competent jurisdiction to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such expenses as the Delaware Court of Chancery or such other court shall deem proper.

4. **Indemnification for Expenses of a Party Who is Wholly or Partly Successful.** To the extent that Indemnitee is a party to or a participant in and is successful (on the merits or otherwise) in defense of any Proceeding or any claim, issue or matter therein, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection therewith. To the extent permitted by applicable law, if Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, in defense of one or more but less than all claims, issues or matters in such Proceeding, then, subject to and in accordance with the requirements and process described in Section 10, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection with (a) each successfully resolved claim, issue or matter and (b) any claim, issue or matter related to any such successfully resolved claim, issuer or matter. For purposes of this section, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

5. **Indemnification for Expenses of a Witness.** To the extent that Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified to the extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection therewith.

6. **Additional Indemnification.**

   (a) Notwithstanding any limitation in Sections 2, 3 or 4, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with the Proceeding or any claim, issue or matter therein.
For purposes of Section 6(a), the meaning of the phrase “to the fullest extent permitted by applicable law” shall include, but not be limited to:

(i) the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL; and

(ii) the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

7. **Exclusions.** Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any Proceeding (or any part of any Proceeding):

(a) [except as provided in Section 14,] for which payment has actually been made to or on behalf of Indemnitee under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(b) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of federal, state or local statutory law or common law, if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(c) for any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Securities Exchange Act of 1934, as amended (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act), if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(d) for any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation to the extent such reimbursement is required under Section 954 of the Dodd–Frank Wall Street Reform and Consumer Protection Act or any rules adopted or promulgated thereunder or in connection therewith, but in any case only if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(e) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees, agents or other indemnitees, unless (i) the Company’s board of directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, (iii) otherwise authorized in Section 12(d) or (iv) otherwise required by applicable law; or

(f) if prohibited by applicable law.

8. **Advances of Expenses; Audit of Expenses.**

(a) The Company shall advance the Expenses incurred by Indemnitee in connection with any Proceeding, and such advancement shall be made as soon as reasonably practicable, but in any event no later than 30 days, after the receipt by the Company of a written statement or statements requesting such advances from time to time (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditure made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be included with the invoice). Advances shall be unsecured.

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and interest free and made without regard to Indemnitee’s ability to repay such advances. Indemnitee hereby undertakes to repay any advance to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. This Section 8 shall not apply to the extent advancement is prohibited by law and shall not apply to any Proceeding for which indemnity is not permitted under this Agreement, but shall apply to any Proceeding referenced in Section 7(b) or 7(c) prior to a determination that Indemnitee is not entitled to be indemnified by the Company.

(b) The Company shall have the right, from time to time and upon written request, to audit, review and inspect any and all Expenses for which advancement, reimbursement and/or indemnification is sought (“Expense Audit”). Indemnitee will cooperate with the Company in the performance of any Expense Audit. In addition to other requests it may make in connection with any Expense Audit, the Company may require that the Indemnitee provide to the Company receipts or other documentation sufficient, in the reasonable determination of this Company, to document and confirm that such Expenses are actual, complete, correct and subject to the terms of this Agreement. If the Indemnitee fails to provide such documentation in a timely manner, the Company may reject Indemnitee’s request for indemnification, reimbursement and/or advancement of such Expenses.


(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses as soon as reasonably practicable following the receipt by Indemnitee of notice thereof. The written notification to the Company shall include, in reasonable detail, a description of the nature of the Proceeding and the facts underlying the Proceeding. The failure by Indemnitee to notify the Company will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights.

(b) If, at the time of the receipt of a notice of a Proceeding pursuant to the terms hereof, the Company has directors’ and officers’ liability insurance in effect, the Company shall give prompt notice of the commencement of the Proceeding to the insurers in accordance with the procedures set forth in the applicable policies. The Company shall thereafter take all commercially-reasonable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(c) In the event the Company may be obligated to make any indemnity in connection with a Proceeding, the Company shall be entitled to assume the defense of such Proceeding with counsel approved by Indemnitee, which approval shall not be unreasonably withheld. After the retention of such counsel by the Company, the Company will not be liable to Indemnitee for any fees or expenses of counsel subsequently incurred by Indemnitee with respect to the same Proceeding. Notwithstanding the Company’s assumption of the defense of any such Proceeding, the Company shall be obligated to pay the fees and expenses of Indemnitee’s separate counsel to the extent (i) the employment of separate counsel by Indemnitee is authorized by the Company, (ii) Independent Counsel shall have reasonably concluded that there is a conflict of interest between the Company and Indemnitee in the conduct of any such defense such that Indemnitee needs to be separately represented, or (iii) the Company shall not have retained, or shall not continue to retain, such counsel to defend such Proceeding. The Company shall have the right to conduct such defense as it sees fit in its sole discretion. Regardless of any provision in this Agreement, Indemnitee shall have the right to employ counsel in any Proceeding at Indemnitee’s personal expense. The Company shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Company. In the event the Company is obligated to pay the fees and expenses of Indemnitee separate counsel pursuant to subsection (i) above, the Company’s obligations to advance or indemnify Expenses for such separate counsel will be capped at $3 million unless and until the Board authorizes additional funding for such separate counsel.
(d) Indemnitee shall give the Company such information and cooperation in connection with the Proceeding as may be reasonably appropriate.

(e) Indemnitee shall not enter into any settlement in connection with a Proceeding (or any part thereof) without ten days prior written notice to the Company.

(f) The Company shall not settle any Proceeding (or any part thereof) without Indemnitee’s prior written consent, to the extent that such settlement imposes any liability directly upon Indemnitee.

10. **Procedures upon Application for Indemnification.**

(a) To obtain indemnification, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and as is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the Proceeding. The Company shall, as soon as reasonably practicable after receipt of such a request for indemnification, advise the board of directors that Indemnitee has requested indemnification. Any delay in providing the request will not relieve the Company from its obligations under this Agreement, except to the extent such failure is prejudicial.

(b) Upon written request by Indemnitee for indemnification pursuant to Section 10(a), a determination with respect to Indemnitee’s entitlement thereto shall be made in the specific case (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Company’s board of directors, a copy of which shall be delivered to Indemnitee or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Company’s board of directors, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Company’s board of directors, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Company’s board of directors, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Company’s board of directors, by the stockholders of the Company. If it is determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten days after such determination. Indemnitee shall cooperate with the person, persons or entity making the determination with respect to Indemnitee’s entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys’ fees and disbursements) reasonably incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company, to the extent permitted by applicable law.

(c) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(b), the Independent Counsel shall be selected as provided in this Section 10(c). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Company’s board of directors, and the Company shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Company’s board of directors, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of “Independent Counsel” as defined in Section 1 of this Agreement, and the objection shall
set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after the later of (i) submission by Indemnitee of a written request for indemnification pursuant to Section 10(a) hereof and (ii) the final disposition of the Proceeding, the parties have not agreed upon an Independent Counsel, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other’s selection of Independent Counsel and for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 10(b) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 12(a) of this Agreement, the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) The Company agrees to pay the reasonable fees and expenses of any Independent Counsel and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.


   (a) In making a determination with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 10(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by such person, persons or entity of any determination contrary to that presumption.

   (b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

   (c) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith to the extent Indemnitee relied in good faith on (i) the records or books of account of the Enterprise, including financial statements (except that this shall not apply to the extent that the Indemnitee participated in the creating of such financial statements or otherwise certified their completeness and/or veracity), (ii) information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, (iii) the advice of legal counsel for the Enterprise or its board of directors or counsel selected by any committee of the board of directors or (iv) information or records given or reports made to the Enterprise by an independent certified public accountant, an appraiser, investment banker or other expert selected with reasonable care by the Enterprise or its board of directors or any committee of the board of directors. The provisions of this Section 11(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.
Neither the knowledge, actions nor failure to act of any other director, officer, agent or employee of the Enterprise shall be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

12. Remedies of Indemnitee.

(a) Subject to Section 12(e), in the event that (i) a determination is made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 8 or 12(d) of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10 of this Agreement within 90 days after the later of the receipt by the Company of the request for indemnification or the final disposition of the Proceeding, (iv) payment of indemnification pursuant to this Agreement is not made (A) within ten days after a determination has been made that Indemnitee is entitled to indemnification or (B) with respect to indemnification pursuant to Sections 4, 5 and 12(d) of this Agreement, within 30 days after receipt by the Company of a written request therefor, or (v) the Company or any other person or entity takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his or her option, may seek an award in arbitration with respect to his or her entitlement to such indemnification or advancement of Expenses, to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 12(a); provided, however, that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce his or her rights under Section 4 of this Agreement. The Company shall not oppose Indemnitee’s right to seek any such adjudication or an award in arbitration in accordance with this Agreement.

(b) Neither (i) the failure of the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor (ii) an actual determination by the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders that Indemnitee has not met the applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has or has not met the applicable standard of conduct. In the event that a determination shall have been made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 12 shall be conducted in all respects as a de novo trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 12, the Company shall, to the fullest extent not prohibited by law, have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) To the fullest extent not prohibited by law, the Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. If a determination shall have been made pursuant to Section 10 of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee’s statements not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.
(d) To the extent not prohibited by law, the Company shall indemnify Indemnitee against all Expenses that are incurred by Indemnitee in connection with any action for indemnification or advancement of Expenses from the Company under this Agreement or under any directors’ and officers’ liability insurance policies maintained by the Company to the extent Indemnitee is successful in such action, and, if requested by Indemnitee, shall (as soon as reasonably practicable, but in any event no later than 30 days, after receipt by the Company of a written request therefor) advance such Expenses to Indemnitee, subject to the provisions of Section 8.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification shall be required to be made prior to the final disposition of the Proceeding.

13. Non-exclusivity. The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company’s certificate of incorporation or bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company’s certificate of incorporation and bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change, subject to the restrictions expressly set forth herein or therein. Except as expressly set forth herein, no right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. Except as expressly set forth herein, the assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

14. [Primary Responsibility. [NOTE: INCLUDE SECTION 14 ONLY IF INDEMNITEE IS REPRESENTING A VC FUND ON THE BOARD] The Company acknowledges that Indemnitee has certain rights to indemnification and advancement of expenses provided by [insert name of fund] (the “Secondary Indemnitor”). The Company agrees that, as between the Company and the Secondary Indemnitor, the Company is primarily responsible for amounts required to be indemnified or advanced under the Company’s certificate of incorporation or bylaws or this Agreement and any obligation of the Secondary Indemnitor to provide indemnification or advancement for the same amounts is secondary to those Company obligations. To the extent not in contravention of any insurance policy or policies providing liability or other insurance for the Company or any director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise, the Company waives any right of contribution or subrogation against the Secondary Indemnitor with respect to the liabilities for which the Company is primarily responsible under this Section 14. In the event of any payment by the Secondary Indemnitor of amounts otherwise required to be indemnified or advanced by the Company under the Company’s certificate of incorporation or bylaws or this Agreement, the Secondary Indemnitor shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee for indemnification or advancement of expenses under the Company’s certificate of incorporation or bylaws or this Agreement or, to the extent such subrogation is unavailable and contribution is found to be the applicable remedy, shall have a right of contribution with respect to the amounts paid. The Secondary Indemnitor is an express third-party beneficiary of the terms of this Section 14.]
15. **No Duplication of Payments.** [Except as provided in Section 14, t] [T]he Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder (or for which advancement is provided hereunder) if and to the extent that Indemnitee has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

16. **Insurance.** To the extent the Company maintains liability insurance applicable to directors, officers, employees, agents or fiduciaries, Indemnitee shall be covered by such policies in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company’s directors, if Indemnitee is a director; or of the Company’s officers, if Indemnitee is not a director of the Company but is an officer; or of the Company’s key employees, agents or fiduciaries, if Indemnitee is not an officer or director but is a key employee, agent or fiduciary.

17. **Subrogation.** [Except as provided in Section 14, i] [I]n the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

18. **Services to the Company.** Indemnitee agrees to serve as a director or officer of the Company or, at the request of the Company, as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of another Enterprise, for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation or is removed from such position. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that any employment with the Company (or any of its subsidiaries or any Enterprise) is at will, and Indemnitee may be discharged at any time for any reason, with or without cause, with or without notice, except as may be otherwise expressly provided in any executed, written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), any existing formal severance policies adopted by the Company’s board of directors or, with respect to service as a director or officer of the Company, the Company’s certificate of incorporation or bylaws or the DGCL. No such document shall be subject to any oral modification thereof.

19. **Duration.** This Agreement shall continue until and terminate upon the later of (a) ten years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of any other Enterprise, as applicable; or (b) one year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 12 of this Agreement relating thereto.

20. **Successors.** This Agreement shall be binding upon the Company and its successors and assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company, and shall inure to the benefit of Indemnitee and Indemnitee’s heirs, executors and administrators. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

21. **Severability.** Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company’s inability, pursuant to court order or other applicable law, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. If any provision or provisions of this Agreement shall be held to be

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invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (ii) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

22. **Enforcement.** The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; *provided, however,* that this Agreement is a supplement to and in furtherance of the Company’s certificate of incorporation and bylaws and applicable law.

24. **Modification and Waiver.** No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties hereto. No amendment, alteration or repeal of this Agreement shall adversely affect any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision of this Agreement nor shall any waiver constitute a continuing waiver.

25. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand, messenger or courier service addressed:

(a) if to Indemnitee, to Indemnitee’s address, facsimile number or electronic mail address as shown on the signature page of this Agreement or in the Company’s records, as may be updated in accordance with the provisions hereof; or

(b) if to the Company, to the attention of the Chief Executive Officer or Chief Financial Officer of the Company at 1440 McCarthy Blvd., Milpitas, CA 95035, or at such other current address as the Company shall have furnished to Indemnitee, with a copy (which shall not constitute notice) to Aaron J. Alter, Esq., Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, California 94304.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent *via* a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent *via* mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent *via* facsimile, upon confirmation of facsimile transfer or, if sent *via* electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient’s next business day.
26. **Applicable Law and Consent to Jurisdiction.** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 12(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court of Chancery, and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, The Corporation Trust Company, Wilmington, Delaware as its agent in the State of Delaware as such party’s agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court of Chancery, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court of Chancery has been brought in an improper or inconvenient forum.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

28. **Captions.** The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

*(signature page follows)*

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The parties are signing this Indemnification Agreement as of the date stated in the introductory sentence.

FIREEYE, INC.

(Signature)

(Print name)

(Title)

[INSERT INDEMNITEE NAME]

(Signature)

(Print name)

(Street address)

(City, State and ZIP)

(Signature page to Indemnification Agreement)
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this “Agreement”) dated as of August 26, 2011 (the “Effective Date”) between SILICON VALLEY BANK, a California corporation (“Bank”), and FIREEYE, INC., a Delaware corporation (“Borrower”), provides the terms on which Bank shall lend to Borrower and Borrower shall repay Bank. The parties agree as follows:

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of June 7, 2010 (as amended, the “Existing Loan Agreement”).

B. Bank has extended credit to Borrower for the purposes permitted in the Existing Loan Agreement.

C. Bank and Borrower desire to amend and restate the Existing Loan Agreement in its entirety in accordance with the terms hereof.

AGREEMENT

Bank and Borrower hereby agree that the Existing Loan Agreement is hereby amended and restated in its entirety as follows:

1 ACCOUNTING AND OTHER TERMS

Accounting terms not defined in this Agreement shall be construed following GAAP. Calculations and determinations must be made following GAAP. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 13. All other terms contained in this Agreement, unless otherwise indicated, shall have the meaning provided by the Code to the extent such terms are defined therein.

2 LOAN AND TERMS OF PAYMENT

2.1 Promise to Pay. Borrower hereby unconditionally promises to pay Bank the outstanding principal amount of all Credit Extensions and accrued and unpaid interest thereon as and when due in accordance with this Agreement.

2.1.1 Revolving Advances.

(a) Availability. Subject to the terms and conditions of this Agreement, Bank shall make Advances not exceeding the Availability Amount. Amounts borrowed hereunder may be repaid and, prior to the Revolving Line Maturity Date, reborrowed, subject to the applicable terms and conditions precedent herein.

(b) Termination; Repayment. The Revolving Line terminates on the Revolving Line Maturity Date, when the principal amount of all Advances, the unpaid interest thereon, and all other Obligations relating to the Revolving Line shall be immediately due and payable.

2.1.2 Letters of Credit Sublimit.

(a) As part of the Revolving Line, Bank shall issue or have issued Letters of Credit denominated in Dollars or a Foreign Currency for Borrower’s account. The aggregate Dollar Equivalent of the face amount of outstanding Letters of Credit (including drawn but unreimbursed Letters of Credit and any Letter of Credit Reserve) may not exceed the lesser of (A) One Million Dollars ($1,000,000), minus (i) the sum of all amounts used for Cash Management Services, and minus (ii) the FX Reduction Amount, or (B) the lesser of the Revolving Line or the Borrowing Base, minus (i) the sum of all outstanding principal amounts of any Advances (including any amounts used for Cash Management Services), and minus (ii) the FX Reduction Amount.

(b) If, on the Revolving Line Maturity Date (or the effective date of any termination of this Agreement), there are any outstanding Letters of Credit, then on such date Borrower shall provide to Bank cash collateral in an amount equal to 105% (for Letters of Credit denominated in Dollars) and 110% (for Letters of Credit denominated in a Foreign Currency).
denominated in a Foreign Currency) of the Dollar Equivalent of the face amount of all such Letters of Credit plus all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its good faith business judgment), to secure all of the Obligations relating to such Letters of Credit. All Letters of Credit shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank’s standard Application and Letter of Credit Agreement (the “Letter of Credit Application”). Borrower agrees to execute any further documentation in connection with the Letters of Credit as Bank may reasonably request. Borrower further agrees to be bound by the regulations and interpretations of the issuer of any Letters of Credit guarantied by Bank and opened for Borrower’s account or by Bank’s interpretations of any Letter of Credit issued by Bank for Borrower’s account, and Borrower understands and agrees that Bank shall not be liable for any error, negligence, or mistake, whether of omission or commission, in following Borrower’s instructions or those contained in the Letters of Credit or any modifications, amendments, or supplements thereto.

(c) The obligation of Borrower to immediately reimburse Bank for drawings made under Letters of Credit shall be absolute, unconditional, and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement, such Letters of Credit, and the Letter of Credit Application.

(d) Borrower may request that Bank issue a Letter of Credit payable in a Foreign Currency. If a demand for payment is made under any such Letter of Credit, Bank shall treat such demand as an Advance to Borrower of the Dollar Equivalent of the amount thereof (plus fees and charges in connection therewith such as wire, cable, SWIFT or similar charges).

(e) To guard against fluctuations in currency exchange rates, upon the issuance of any Letter of Credit payable in a Foreign Currency, Bank shall create a reserve (the “Letter of Credit Reserve”) under the Revolving Line in an amount equal to ten percent (10%) of the face amount of such Letter of Credit. The amount of the Letter of Credit Reserve may be adjusted by Bank from time to time to account for fluctuations in the exchange rate. The availability of funds under the Revolving Line shall be reduced by the amount of such Letter of Credit Reserve for as long as such Letter of Credit remains outstanding.

2.1.3 Foreign Exchange Sublimit. As part of the Revolving Line, Borrower may enter into foreign exchange contracts with Bank under which Borrower commits to purchase from or sell to Bank a specific amount of Foreign Currency (each, a “FX Forward Contract”) on a specified date (the “Settlement Date”). FX Forward Contracts shall have a Settlement Date of at least one (1) FX Business Day after the contract date and shall be subject to a reserve of ten percent (10%) of each outstanding FX Forward Contract (the “FX Reserve”). The aggregate amount of FX Forward Contracts at any one time may not exceed ten (10) times the lesser of (A) One Million Dollars ($1,000,000), minus (i) the sum of all amounts used for Cash Management Services, and minus (ii) the Dollar Equivalent of the face amount of any outstanding Letters of Credit (including drawn but unreimbursed Letters of Credit and any Letter of Credit Reserve), or (B) the lesser of the Revolving Line or the Borrowing Base, minus (i) the sum of all outstanding principal amounts of any Advances (including any amounts used for Cash Management Services), and minus (ii) the Dollar Equivalent of the face amount of any outstanding Letters of Credit (including drawn but unreimbursed Letters of Credit and any Letter of Credit Reserve). Any amounts needed to fully reimburse Bank for any amounts not paid by Borrower in connection with FX Forward Contracts shall have a Settlement Date of at least one (1) FX Business Day after the contract date and shall be subject to a reserve of ten percent (10%) of each outstanding FX Forward Contract (the “FX Reserve”). The amount otherwise available for Credit Extensions under the Revolving Line shall be reduced by the amount of any outstanding FX Forward Contract (the “FX Reduction Amount”). Any amounts needed to fully reimburse Bank for any amounts not paid by Borrower in connection with FX Forward Contracts will be treated as Advances under the Revolving Line and will accrue interest at the interest rate applicable to Advances.

2.1.4 Cash Management Services Sublimit. Borrower may use the Revolving Line for Bank’s cash management services, which may include merchant services, direct deposit of payroll, business credit card, and check cashing services identified in Bank’s various cash management services agreements (collectively, the “Cash Management Services”), in an aggregate amount not to exceed the lesser of (A) One Million Dollars ($1,000,000), minus (i) the Dollar Equivalent of the face amount of any outstanding Letters of Credit (including drawn but unreimbursed Letters of Credit and any Letter of Credit Reserve), and minus (ii) the FX Reduction Amount, or (B) the lesser of the Revolving Line or the Borrowing Base, minus (i) the sum of all outstanding principal amounts of any Advances, minus the Dollar Equivalent of the face amount of any outstanding Letters of Credit (including drawn but unreimbursed Letters of Credit and any Letter of Credit Reserve), and minus (ii) the FX Reduction Amount Any amounts Bank pays on behalf of Borrower for any Cash Management Services will be treated as Advances under the Revolving Line and will accrue interest at the interest rate applicable to Advances.
2.1.5  Growth Capital Loan.

(a) **Availability.** Subject to the terms and conditions of this Agreement, Bank agrees to make advances to Borrower (each a “Growth Capital Advance” and collectively the “Growth Capital Advances”), from time to time, prior to the Growth Capital Commitment Termination Date, in an aggregate amount not to exceed the Growth Capital Loan Commitment. Each Growth Capital Advance must be in an amount of not less than Five Hundred Thousand Dollars ($500,000). After repayment, no Growth Capital Advance may be reborrowed.

(b) **Repayment of Growth Capital Advance.** For each Growth Capital Advance, Borrower shall make thirty-six (36) consecutive equal monthly payments of principal and accrued but unpaid interest commencing on the first (1st) day the first (1st) month following the Funding Date for such Growth Capital Advance, in an amount that would fully amortize the applicable Growth Capital Advance over the Repayment Period. All unpaid principal and accrued and unpaid interest on each Growth Capital Advance is due and payable in full on the Growth Capital Maturity Date.

(c) **Voluntary Prepayment of Growth Capital Advances.** Borrower shall have the option to prepay all Growth Capital Advances in full, provided Borrower (i) shall provide written notice to Bank of its election to prepay the Growth Capital Advances at least three (3) days prior to such prepayment and (ii) pays, on the date of such prepayment, (a) all outstanding principal and accrued but unpaid interest in respect of the Growth Capital Advances, plus (b) all other sums, including Bank Expenses, if any, that shall have become due and payable.

(d) **Mandatory Prepayment Upon an Acceleration.** If the Growth Capital Advances are accelerated following the occurrence of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of (i) all outstanding principal and accrued but unpaid interest in respect of the Growth Capital Advances, plus (ii) all other sums, including Bank Expenses, if any, that shall have become due and payable.

2.1.6  Existing Credit Extensions.

(a) **Description of Existing Credit Extensions.** Bank made the following extensions of credit in favor of Borrower under the Existing Loan Agreement: (a) an advance drawn under Section 2.1.3 of the Existing Loan Agreement on June 15, 2010 in the original principal amount of $1,000,000 with a principal outstanding balance as of the Effective Date of $691,066 (the “Existing Term Loan Advance”), (b) an advance drawn under Section 2.1.2 of the Existing Loan Agreement on June 15, 2010 in the original principal amount of $314,142 with a principal outstanding balance as of the Effective Date of $216,147 (the “Existing Equipment Advance A”), and (c) an advance drawn under Section 2.1.2 of the Existing Loan Agreement on October 21, 2010 in the original principal amount of $250,000 with a principal outstanding balance as of the Effective Date of $198,240 (the “Existing Equipment Advance B”); the Existing Equipment Advance A and Existing Equipment Advance B are collectively, the “Existing Equipment Advances”; the Existing Equipment Advances and the Existing Term Loan Advance are collectively, the “Existing Credit Extensions”). No additional amounts are permitted to be borrowed under the Existing Loan Agreement.

(b) **Repayment of Existing Credit Extensions.** The Existing Credit Extensions shall continue to be repaid under the same terms and conditions as the terms and conditions set forth in the Existing Loan Agreement, which terms and conditions are as follows: (a) in respect of the Existing Term Loan Advance, equal monthly payments of principal and interest in the amount of $31,295 per month are due and payable on the first day of each month until the Term Loan Maturity Date, at which time all Obligations in respect of the Existing Term Loan Advance shall be immediately due and payable; (b) in respect of the Existing Equipment Advance A, equal monthly payments of principal and interest in the amount of $9,688 per month are due and payable on the first day of each month until the Equipment Advance A Maturity Date, at which time all Obligations in respect of the Existing Equipment Advance A shall be immediately due and payable; and (c) in respect of the Existing Equipment Advance B, equal monthly payments of principal and interest in the amount of $7,690 per month are due and payable on the first day of each month until the Equipment Advance B Maturity Date, at which time all Obligations in respect of the Existing Equipment Advance B shall be immediately due and payable.

(c) **Prepayment of Existing Equipment Advances Upon an Event of Loss.** Borrower shall bear the risk of any loss, theft, destruction, or damage of or to the Financed Equipment. If, during the term of this Agreement, any item of Financed Equipment becomes obsolete or is lost, stolen, destroyed, damaged beyond repair, rendered permanently unfit for use, or seized by a governmental authority for any reason for a period ending beyond the Equipment Advance A Maturity Date or Equipment Advance B Maturity Date, as applicable with respect to such Financed Equipment (an “Event of Loss”), then, within ten (10) days following such Event of Loss, Borrower shall (i) pay to Bank on account of the Obligations all accrued interest to the date of the prepayment, plus all outstanding

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principal owing with respect to the Financed Equipment subject to the Event of Loss; or (ii) if no Event of Default has occurred and is continuing, at Borrower’s option, repair or replace any Financed Equipment subject to an Event of Loss provided the repaired or replaced Financed Equipment is of equal or like value to the Financed Equipment subject to an Event of Loss and provided further that Bank has a first priority perfected security interest in such repaired or replaced Financed Equipment. Any partial prepayment of an Existing Equipment Advance paid by Borrower on account of an Event of Loss shall be applied to prepay amounts owing for such Existing Equipment Advance in inverse order of maturity.

(d) **Voluntary Prepayment of Existing Credit Extensions.** Borrower shall have the option to prepay each Existing Credit Extension in full, provided Borrower (i) shall provide written notice to Bank of its election to prepay such Existing Credit Extension at least three (3) days prior to such prepayment and (ii) pays, on the date of such prepayment, (a) all outstanding principal and accrued but unpaid interest in respect of such Existing Credit Extension, plus (b) all other sums, including Bank Expenses, if any, that shall have become due and payable.

(e) **Mandatory Prepayment Upon an Acceleration.** If the Existing Credit Extensions are accelerated following the occurrence of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of (i) all outstanding principal and accrued but unpaid interest in respect of the Existing Credit Extensions, plus (ii) all other sums, including Bank Expenses, if any, that shall have become due and payable.

2.2 **Overadvances.** If, at any time, the sum of (a) the outstanding principal amount of any Advances (including any amounts used for Cash Management Services), plus (b) the face amount of any outstanding Letters of Credit (including drawn but unreimbursed Letters of Credit and any Letter of Credit Reserve), plus (c) the FX Reduction Amount exceeds the lesser of either the Revolving Line or the Borrowing Base, Borrower shall immediately pay to Bank in cash such excess.

2.3 **Payment of Interest on the Credit Extensions.**

(a) **Interest Rate.**

(i) **Advances.** Subject to Section 2.3(b), the principal amount outstanding under the Revolving Line shall accrue interest at a floating per annum rate equal to one and one-half of one percentage points (1.50%) above the Prime Rate, which interest shall be payable monthly in accordance with Section 2.3(f) below.

(ii) **Growth Capital Advances.** Subject to Section 2.3(b), the principal amount outstanding for each Growth Capital Advance shall accrue interest at a fixed per annum rate equal to six and one-half of one percent (6.50%), which shall be payable monthly in accordance with Section 2.3(f) below.

(iii) **Existing Term Loan Advance.** Subject to Section 2.3(b), the outstanding principal amount of the Existing Term Loan Advance shall accrue interest at a fixed per annum rate equal to eight percent (8.00%), which shall be payable monthly in accordance with Section 2.3(f) below.

(iv) **Existing Equipment Advances.** Subject to Section 2.3(b), the outstanding principal amount of the Existing Equipment Advances shall accrue interest at a fixed per annum rate equal to seven percent (7.00%), which shall be payable monthly in accordance with Section 2.3(f) below.

(b) **Default Rate.** Immediately upon the occurrence and during the continuance of an Event of Default, Obligations shall bear interest at a rate per annum which is five percentage points (5.00%) above the rate that is otherwise applicable thereto unless Bank otherwise elects from time to time in its sole discretion to impose a smaller increase. Fees and expenses which are required to be paid by Borrower pursuant to the Loan Documents (including, without limitation, Bank Expenses) but are not paid when due shall bear interest until paid at a rate equal to the highest rate applicable to the Obligations. Payment or acceptance of the increased interest rate provided in this Section 2.3(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Bank.

(c) **Adjustment to Interest Rate.** Changes to the interest rate of any Credit Extension based on changes to the Prime Rate shall be effective on the effective date of any change to the Prime Rate and to the extent of any such change.
Computation; 360-Day Year. In computing interest, the date of the making of any Credit Extension shall be included and the date of payment shall be excluded; provided, however, that if any Credit Extension is repaid on the same day on which it is made, such day shall be included in computing interest on such Credit Extension. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.

Debit of Accounts. Bank may debit any of Borrower’s deposit accounts, including the Designated Deposit Account, for principal and interest payments or any other amounts Borrower owes Bank when due. These debits shall not constitute a set-off.

Interest Payment Date. Unless otherwise provided, interest is payable monthly on the first calendar day of each month.

2.4 Fees. Borrower shall pay to Bank:

(a) Commitment Fee. A fully earned, non-refundable commitment fee of Thirteen Thousand Dollars $13,000, on the Effective Date (Bank acknowledges receipt of a good faith deposit in the amount of Ten Thousand Dollars ($10,000) which shall be applied to the commitment fee on the Effective Date); and an additional Ten Thousand Dollars ($10,000) on the first anniversary of the Effective Date;

(b) Letter of Credit Fee. Bank’s customary fees and expenses for the issuance or renewal of Letters of Credit upon the issuance of such Letter of Credit, each anniversary of the issuance during the term of such Letter of Credit, and upon the renewal of such Letter of Credit by Bank;

(c) Early Termination Fee. The Early Termination Fee when due pursuant to Section 2.5; and

(d) Bank Expenses. All Bank Expenses (including reasonable attorneys’ fees and expenses for documentation and negotiation of this Agreement, which attorneys’ fees for the documentation and negotiation of this Agreement and the related Loan Documents will not exceed $11,750, excluding costs and expenses, as of the Effective Date, so long as the negotiations thereof are not protracted) incurred through and after the Effective Date, when due.

2.5 Early Termination of Revolving Line. The Revolving Line may be terminated prior to the Revolving Line Maturity Date as follows: (i) by Borrower, effective ten (10) Business Days after written notice of termination is given to Bank; or (ii) by Bank at any time after the occurrence and during the continuance of an Event of Default, without notice, effective immediately. If the Revolving Line is terminated prior to the Revolving Line Maturity Date (A) by Bank in accordance with clause (ii) in the foregoing sentence, or (B) by Borrower for any reason, Borrower shall pay to Bank a termination fee in an amount equal to one percent (1.00%) of the Revolving Line (the “Early Termination Fee”). The Early Termination Fee shall be due and payable on the effective date of such termination and thereafter shall bear interest at a rate equal to the highest rate applicable to any of the Obligations. Notwithstanding the foregoing, Bank agrees to waive the Early Termination Fee if Bank agrees (in its sole and exclusive discretion) to refinance and redocument the Revolving Line under another division of Bank prior to the Revolving Line Maturity Date.

2.6 Lockbox: Account Collection Services

(a) Borrower shall direct each Account Debtor (and each depository institution where proceeds of Accounts are on deposit) to remit payments with respect to the Accounts to a lockbox account established with Bank or to wire transfer payments to a cash collateral account that Bank controls (collectively, the “Lockbox”). It will be considered an immediate Event of Default if the Lockbox is not set-up and operational within sixty (60) days following the Effective Date.

(b) Until such Lockbox is established, the proceeds of the Accounts shall be paid by the Account Debtors to an address consented to by Bank. Upon receipt by Borrower of proceeds of Accounts, Borrower shall immediately transfer and deliver same to Bank, along with a detailed cash receipts journal. Provided no Event of Default exists or an event that with notice or lapse of time will be an Event of Default, within three (3) days of receipt of such amounts by Bank, Bank will turn over to Borrower the proceeds of the Accounts not otherwise applied to Obligations which are then due and owing. This Section does not impose any affirmative duty on Bank to perform any act other than as specifically set forth herein. All Accounts and the proceeds thereof are Collateral and if an Event of Default occurs and is continuing, Bank may apply the proceeds of such Accounts to the Obligations.
2.7 Payments; Application of Payments.

(a) All payments (including prepayments) to be made by Borrower under any Loan Document shall be made in immediately available funds in U.S. Dollars, without setoff or counterclaim, before 12:00 p.m. Pacific time on the date when due. Payments of principal and/or interest received after 12:00 p.m. Pacific time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and additional fees or interest, as applicable, shall continue to accrue until paid.

(b) Borrower shall have no right to specify the order or the accounts to which Bank shall allocate or apply any payments required to be made by Borrower to Bank or otherwise received by Bank under this Agreement when any such allocation or application is not specified elsewhere in this Agreement.

3 CONDITIONS OF LOANS

3.1 Conditions Precedent to Initial Credit Extension. Bank’s obligation to make the initial Credit Extension on or after the Effective Date is subject to the condition precedent that Bank shall have received, in form and substance satisfactory to Bank, such documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate, including, without limitation;

- duly executed original signatures to the Warrant dated as of the Effective Date;
- Borrower’s Operating Documents and a good standing certificate of Borrower certified by the Secretary of State of the State of Delaware as of a date no earlier than thirty (30) days prior to the Effective Date;
- duly executed original signatures to the completed Borrowing Resolutions for Borrower;
- certified copies, dated as of a recent date, of financing statement searches, as Bank shall request, accompanied by written evidence (including any UCC termination statements) that the Liens indicated in any such financing statements either constitute Permitted Liens or have been or, in connection with the initial Credit Extension, will be terminated or released;
- a copy of its Investors’ Rights Agreement and any amendments thereto;
- evidence satisfactory to Bank that the insurance policies required by Section 6.5 hereof are in full force and effect, together with appropriate evidence showing lender loss payable and/or additional insured clauses and cancellation notice to Bank (or endorsements reflecting the same) in favor of Bank;
- payment of the fees and Bank Expenses then due as specified in Section 2.4 hereof.

3.2 Conditions Precedent to all Credit Extensions. Bank’s obligations to make each Credit Extension, including the initial Credit Extension, is subject to the following conditions precedent:

- timely receipt of an executed Payment/Advance Form;
- the representations and warranties in this Agreement shall be true, accurate, and complete in all material respects on the date of the Payment/Advance Form and on the Funding Date of each Credit Extension; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date, and no Event of Default shall have occurred and be continuing or result from the Credit Extension. Each Credit Extension is Borrower’s representation and warranty on that date that the representations and warranties in this Agreement remain true, accurate, and complete in all material respects; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; and
- in Bank’s sole discretion, there has not been a Material Adverse Change.
3.3 **Covenant to Deliver.** Borrower agrees to deliver to Bank each item required to be delivered to Bank under this Agreement as a condition precedent to any Credit Extension. Borrower expressly agrees that a Credit Extension made prior to the receipt by Bank of any such item shall not constitute a waiver by Bank of Borrower’s obligation to deliver such item, and the making of any Credit Extension in the absence of a required item shall be in Bank’s sole discretion.

3.4 **Procedures for Borrowing.** Subject to the prior satisfaction of all other applicable conditions to the making of a Credit Extension set forth in this Agreement, to obtain a Credit Extension (other than Advances under Sections 2.1.2 or 2.1.4), Borrower shall notify Bank (which notice shall be irrevocable) by electronic mail, facsimile, or telephone by 12:00 p.m. Pacific time on the Funding Date of the Credit Extension. Together with any such electronic or facsimile notification, Borrower shall deliver to Bank by electronic mail or facsimile a completed Payment/Advance Form executed by a Responsible Officer or his or her designee. Bank may rely on any telephone notice given by a person whom Bank believes is a Responsible Officer or designee. Bank shall credit Credit Extension to the Designated Deposit Account. Bank may make Credit Extensions under this Agreement based on instructions from a Responsible Officer or his or her designee or without instructions if the Credit Extensions are necessary to meet Obligations which have become due.

4 **CREATION OF SECURITY INTEREST**

4.1 **Grant of Security Interest.** Borrower hereby grants Bank, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Bank, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.

4.2 **Priority of Security Interest.** Borrower represents, warrants, and covenants that the security interest granted herein is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only to Permitted Liens that may have superior priority to Bank’s Lien under this Agreement). If Borrower shall acquire a commercial tort claim, Borrower shall promptly notify Bank in a writing signed by Borrower of the general details thereof and grant to Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Bank.

If this Agreement is terminated, Bank’s Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) and at such time as Bank’s obligation to make Credit Extensions has terminated, Bank shall, at Borrower’s sole cost and expense, release its Liens in the Collateral and all rights therein shall revert to Borrower.

4.3 **Authorization to File Financing Statements.** Borrower hereby authorizes Bank to file financing statements, without notice to Borrower, with all appropriate jurisdictions to perfect or protect Bank’s interest or rights hereunder, including a notice that any disposition of the Collateral, by either Borrower or any other Person, shall be deemed to violate the rights of Bank under the Code. Such financing statements may indicate the Collateral as “all assets of the Debtor” or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Bank’s discretion.

5 **REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants as follows:

5.1 **Due Organization, Authorization; Power and Authority.** Borrower and each of its Subsidiaries is duly existing and in good standing in its jurisdiction of formation and is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its business or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to have a material adverse effect on Borrower’s or such Subsidiary’s business. In connection with the Existing Loan Agreement, Borrower has delivered to Bank a completed certificate signed by Borrower, entitled “Perfection Certificate”. Borrower represents
and warrants to Bank that: (a) Borrower’s exact legal name is that indicated on the Perfection Certificate and on the signature page hereof; (b) Borrower is an organization of the type and is organized in the jurisdiction set forth in the Perfection Certificate; (c) the Perfection Certificate accurately sets forth Borrower’s organizational identification number or accurately states that Borrower has none; (d) the Perfection Certificate accurately sets forth Borrower’s place of business, or, if more than one, its chief executive office as well as Borrower’s mailing address (if different than its chief executive office); (e) Borrower (and each of its predecessors) has not, in the past five (5) years, changed its jurisdiction of formation, organizational structure or type, or any organizational number assigned by its jurisdiction; and (f) all other information set forth on the Perfection Certificate pertaining to Borrower and each of its Subsidiaries is accurate and complete (it being understood and agreed that Borrower may from time to time update certain information in the Perfection Certificate after the Effective Date to the extent permitted by one or more specific provisions in this Agreement). If Borrower is not now a Registered Organization but later becomes one, Borrower shall promptly notify Bank of such occurrence and provide Bank with Borrower’s organizational identification number.

The execution, delivery and performance by Borrower of the Loan Documents to which it is a party have been duly authorized, and do not (i) conflict with any of Borrower’s organizational documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or any of its Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect) or (v) constitute an event of default under any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Borrower’s business.

5.2 Collateral. Borrower has good title to, has rights in, and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder, free and clear of any and all Liens except Permitted Liens. Borrower has no deposit accounts other than the deposit accounts with Bank, the deposit accounts, if any, described in the Perfection Certificate, or of which Borrower has given Bank notice and taken such actions as are necessary to give Bank a perfected security interest therein. The Accounts are bona fide, existing obligations of the Account Debtors.

The Collateral is not in the possession of any third party bailee (such as a warehouse) except as otherwise provided in the Perfection Certificate. None of the components of the Collateral shall be maintained at locations other than as provided in the Perfection Certificate or as permitted pursuant to Section 7.2.

Borrower is the sole owner of the Intellectual Property which it owns or purports to own except for (a) nonexclusive licenses granted to its customers in the ordinary course of business, (b) over-the-counter software that is commercially available to the public, and (c) material Intellectual Property licensed to Borrower and noted on the Perfection Certificate. Each Patent which it owns or purports to own and which is material to Borrower’s business is valid and enforceable, and no part of the Intellectual Property which Borrower owns or purports to own and which is material to Borrower’s business has been judged invalid or unenforceable, in whole or in part. To the best of Borrower’s knowledge, no claim has been made that any part of the Intellectual Property violates the rights of any third party except to the extent such claim would not reasonably be expected to have a material adverse effect on Borrower’s business.

Except as noted on the Perfection Certificate, Borrower is not a party to, nor is it bound by, any Restricted License.

5.3 Accounts Receivable. For any Eligible Account or Eligible Foreign Account in any Borrowing Base Certificate, all statements made and all unpaid balances appearing in all invoices, instruments and other documents evidencing such Eligible Accounts or Eligible Foreign Account (as applicable) are and shall be true and correct and all such invoices, instruments and other documents, and all of Borrower’s Books are genuine and in all respects what they purport to be. Whether or not an Event of Default has occurred and is continuing, Bank may notify any Account Debtor owing Borrower money of Bank’s security interest in such funds and verify the amount of such Eligible Account or Eligible Foreign Account. All sales and other transactions underlying or giving rise to each Eligible Account and Eligible Foreign Account shall comply in all material respects with all applicable laws and governmental rules and regulations. Borrower has no knowledge of any actual or imminent Insolvency Proceeding of any Account Debtor whose accounts are Eligible Accounts or Eligible Foreign Accounts in any
Borrowing Base Certificate. To the best of Borrower’s knowledge, all signatures and endorsements on all documents, instruments, and agreements relating to all Eligible Accounts and Eligible Foreign Accounts are genuine, and all such documents, instruments and agreements are legally enforceable in accordance with their terms.

5.4 Litigation. There are no actions or proceedings pending or, to the knowledge of the Responsible Officers, threatened in writing by or against Borrower or any of its Subsidiaries involving more than, individually or in the aggregate, One Hundred Thousand Dollars ($100,000).

5.5 Financial Statements; Financial Condition. All consolidated financial statements for Borrower and any of its Subsidiaries delivered to Bank fairly present (subject to normal year-end adjustments in the case of year-end financial statements) in all material respects Borrower’s consolidated financial condition and Borrower’s consolidated results of operations. There has not been any material deterioration in Borrower’s consolidated financial condition since the date of the most recent financial statements submitted to Bank.

5.6 Solvency. The fair salable value of Borrower’s assets (including goodwill minus disposition costs) exceeds the fair value of its liabilities; Borrower is not left with unreasonably small capital after the transactions in this Agreement; and Borrower is able to pay its debts (including trade debts) as they mature.

5.7 Regulatory Compliance. Borrower is not an “investment company” or a company “controlled” by an “investment company” under the Investment Company Act of 1940, as amended. Borrower is not engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). Borrower has complied in all material respects with the Federal Fair Labor Standards Act. Neither Borrower nor any of its Subsidiaries is a “holding company” or an “affiliate” of a “holding company” or a “subsidiary company” of a “holding company” as each term is defined and used in the Public Utility Holding Company Act of 2005. Borrower has not violated any laws, ordinances or rules, the violation of which could reasonably be expected to have a material adverse effect on its business. None of Borrower’s or any of its Subsidiaries’ properties or assets has been used by Borrower or any Subsidiary or, to the best of Borrower’s knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than legally. Borrower and each of its Subsidiaries have obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

5.8 Subsidiaries; Investments. Borrower does not own any stock, partnership interest or other equity securities except for Permitted Investments.

5.9 Tax Returns and Payments; Pension Contributions. Borrower has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower. Borrower may defer payment of any contested taxes, provided that Borrower (a) in good faith contests its obligation to pay the taxes by appropriate proceedings promptly and diligently instituted and conducted, (b) notifies Bank in writing of the commencement of, and any material development in, the proceedings, (c) posts bonds or takes any other steps required to prevent the governmental authority levying such contested taxes from obtaining a Lien upon any of the Collateral that is other than a “Permitted Lien”. Borrower is unaware of any claims or adjustments proposed for any of Borrower’s prior tax years which could result in additional taxes becoming due and payable by Borrower. Borrower has paid all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms, and Borrower has not withdrawn from participation in, and has not permitted partial or complete termination of, or permitted the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of Borrower, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.

5.10 Use of Proceeds. Borrower shall use the proceeds of the Credit Extensions solely as working capital and to fund its general business requirements, and not for personal, family, household or agricultural purposes.

5.11 Full Disclosure. No written representation, warranty or other statement of Borrower in any certificate or written statement given to Bank, as of the date such representation, warranty, or other statement was made, taken together with all such written certificates and written statements given to Bank in connection with the Loan Documents, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading (it being recognized by Bank that the
projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results).

5.12 Definition of “Knowledge.” For purposes of the Loan Documents, whenever a representation or warranty is made to Borrower’s knowledge or awareness, to the “best of” Borrower’s knowledge, or with a similar qualification, knowledge or awareness means the actual knowledge, after reasonable investigation, of the Responsible Officers.

6 AFFIRMATIVE COVENANTS

Borrower shall do all of the following:

6.1 Government Compliance.

(a) Maintain its and all its Subsidiaries’ legal existence and good standing in their respective jurisdictions of formation and maintain qualification in each jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on Borrower’s business or operations. Borrower shall comply, and have each Subsidiary comply, with all laws, ordinances and regulations to which it is subject, noncompliance with which could have a material adverse effect on Borrower’s business.

(b) Obtain all of the Governmental Approvals necessary for the performance by Borrower of its obligations under the Loan Documents to which it is a party and the grant of a security interest to Bank in all of its property. Borrower shall promptly provide copies of any such obtained Governmental Approvals to Bank.

6.2 Financial Statements, Reports, Certificates. Deliver to Bank:

(a) Borrowing Base Reports. Semi-monthly, by the fifteenth (15th) and last day of each month, (i) aged listings of accounts receivable and accounts payable (by invoice date) and (ii) a Deferred Revenue report certified by a Responsible Officer and in a form acceptable to Bank (collectively, the “Borrowing Base Reports”);

(b) Borrowing Base Certificate. Semi-monthly, by the fifteenth (15th) and last day of each month and together with the Borrowing Base Reports, a duly completed Borrowing Base Certificate signed by a Responsible Officer;

(c) Monthly Financial Statements. As soon as available, but no later than thirty (30) days after the last day of each month, a company prepared consolidated balance sheet and income statement covering Borrower’s consolidated operations for such month certified by a Responsible Officer and in a form acceptable to Bank (the “Monthly Financial Statements”);

(d) Monthly Compliance Certificate. Within thirty (30) days after the last day of each month and together with the Monthly Financial Statements, a duly completed Compliance Certificate signed by a Responsible Officer, certifying that as of the end of such month, Borrower was in full compliance with all of the terms and conditions of this Agreement, and setting forth calculations showing compliance with the financial covenants set forth in this Agreement and such other information as Bank shall reasonably request;

(e) Monthly Bookings Report. As soon as available, but no later than thirty (30) days after the last day of each month, a company prepared bookings report for such month certified by a Responsible Officer and in a form acceptable to Bank;

(f) Annual Audited Financial Statements. As soon as available, but no later than two hundred seventy (270) days after the last day of Borrower’s fiscal year, audited consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm acceptable to Bank in its reasonable discretion; provided however, that the audited financial statements for the fiscal year ended December 31, 2010 shall be due no later than December 31, 2011;
(g) **Other Statements.** Within five (5) days of delivery, copies of all statements, reports and notices made available to Borrower’s security holders or to any holders of Subordinated Debt;

(h) **SEC Filings.** In the event that Borrower becomes subject to the reporting requirements under the Exchange Act within five (5) days of filing, copies of all periodic and other reports, proxy statements and other materials filed by Borrower with the SEC, any Governmental Authority succeeding to any or all of the functions of the SEC or with any national securities exchange, or distributed to its shareholders, as the case may be. Documents required to be delivered pursuant to the terms hereof (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which Borrower posts such documents, or provides a link thereto, on Borrower’s website on the Internet at Borrower’s website address;

(i) **Legal Action Notice.** A prompt report of any legal actions pending or threatened in writing against Borrower or any of its Subsidiaries that could result in damages or costs to Borrower or any of its Subsidiaries of, individually or in the aggregate, One Hundred Thousand Dollars ($100,000) or more;

(j) **Financial Projections.** As soon as available, but not later than ninety (90) days after each fiscal year-end, board-approved annual financial projections covering Borrower’s quarterly projected balance sheets, income statements and cash flows for at least the following fiscal year, all in form and substance acceptable to Bank;

(k) **Other Financial Information.** Promptly following Bank’s request, budgets, sales projections, operating plans and other information regarding the operations, business affairs and financial condition of Borrower or compliance with the terms of this Agreement, as reasonably requested by Bank.

6.3 **Inventory; Returns.** Keep all Inventory in good and marketable condition, free from material defects. Returns and allowances between Borrower and its Account Debtors shall follow Borrower’s customary practices as they exist at the Effective Date. Borrower must promptly notify Bank of all returns, recoveries, disputes and claims that involve more than One Hundred Thousand Dollars ($100,000).

6.4 **Taxes; Pensions.** Timely file, and require each of its Subsidiaries to timely file, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower and each of its Subsidiaries, except for deferred payment of any taxes contested pursuant to the terms of Section 5.9 hereof, and shall deliver to Bank, on demand, appropriate certificates attesting to such payments, and pay all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms.

6.5 **Insurance.** Keep its business and the Collateral insured for risks and in amounts standard for companies in Borrower’s industry and location and as Bank may reasonably request. Insurance policies shall be in a form, with companies, and in amounts that are satisfactory to Bank. All property policies shall have a lender’s loss payable endorsement showing Bank as a lender loss payee and waive subrogation against Bank. All liability policies shall show, or have endorsements showing, Bank as an additional insured. All policies (or their respective endorsements) shall provide that the insurer shall give Bank at least twenty (20) days notice before canceling, amending, or declining to renew its policy. At Bank’s request, Borrower shall deliver certified copies of policies and evidence of all premium payments. Proceeds payable under any policy shall, at Bank’s option, be payable to Bank on account of the Obligations. If Borrower fails to obtain insurance as required under this Section 6.5 or to pay any amount or furnish any required proof of payment to third persons and Bank, Bank may make all or part of such payment or obtain such insurance policies required in this Section 6.5, and take any action under the policies Bank deems prudent.

6.6 **Operating Accounts.**

(a) Maintain its primary operating and other deposit accounts and securities accounts with Bank and Bank’s Affiliates.

(b) Provide Bank five (5) days prior written notice before establishing any Collateral Account at or with any bank or financial institution other than Bank or Bank’s Affiliates. For each Collateral Account that Borrower at any time maintains, Borrower shall cause the applicable bank or financial institution (other than Bank) at or with which any Collateral Account is maintained to execute and deliver a Control Agreement or
other appropriate instrument with respect to such Collateral Account to perfect Bank’s Lien in such Collateral Account in accordance with the terms hereunder which Control Agreement may not be terminated without the prior written consent of Bank. The provisions of the previous sentence shall not apply to deposit accounts exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of Borrower’s employees and identified to Bank by Borrower as such.

6.7 **Financial Covenants.** Borrower shall:

(a) **Minimum Bookings.** At all times in which any Obligations in respect of the Revolving Line remain outstanding or Bank has any obligation to lend under the Revolving Line, consummate new contracts having a year-to-date projected gross value, as determined by Bank, of not less than the following amounts for each of the following periods (as measured on the last day of the applicable fiscal quarter):

<table>
<thead>
<tr>
<th>Period</th>
<th>Minimum Bookings</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-month period ending September 30, 2011</td>
<td>$9,600,000</td>
</tr>
<tr>
<td>6-month period ending December 31, 2011</td>
<td>$20,800,000</td>
</tr>
<tr>
<td>3-month period ending March 31, 2012</td>
<td>*</td>
</tr>
<tr>
<td>6-month period ending June 30, 2012</td>
<td>*</td>
</tr>
<tr>
<td>9-month period ending September 30, 2012</td>
<td>*</td>
</tr>
<tr>
<td>12-month period ending December 31, 2012, and each applicable period ending on each fiscal quarter thereafter</td>
<td>*</td>
</tr>
</tbody>
</table>

* The minimum bookings requirement for each applicable cumulative period ending on the last day of each fiscal quarter shall be determined by Bank based on Borrower’s board-approved plan for such fiscal year delivered in accordance with Section 6.2, such covenant to be set in a manner (but not in amounts) consistent with the 2011 covenant.

6.8 **Protection of Intellectual Property Rights.**

(a) (i) Protect, defend and maintain the validity and enforceability of its Intellectual Property; (ii) promptly advise Bank in writing of material infringements of its Intellectual Property; and (iii) not allow any Intellectual Property material to Borrower’s business to be abandoned, forfeited or dedicated to the public without Bank’s written consent.

(b) Provide written notice to Bank within ten (10) days of entering or becoming bound by any Restricted License (other than over-the-counter software that is commercially available to the public) which is reasonably likely to have a material impact on Borrower’s business or financial condition. Borrower shall take such reasonable steps as Bank requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (i) any Restricted License to be deemed “Collateral” and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, whether now existing or entered into in the future, and (ii) Bank to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with Bank’s rights and remedies under this Agreement and the other Loan Documents.

6.9 **Litigation Cooperation.** From the date hereof and continuing through the termination of this Agreement, make available to Bank, without expense to Bank, Borrower and its officers, employees and agents and Borrower’s books and records, to the extent that Bank may deem them reasonably necessary to prosecute or defend any third-party suit or proceeding instituted by or against Bank with respect to any Collateral or relating to Borrower.
6.10 Access to Collateral; Books and Records. Allow Bank, or its agents, at reasonable times, on one (1) Business Day’s notice (provided no notice is required if an Event of Default has occurred and is continuing), to inspect the Collateral and audit and copy Borrower’s Books. Such inspections or audits shall be conducted no more often than once every six (6) months or as conditions may warrant, unless an Event of Default has occurred and is continuing. The foregoing inspections and audits shall be at Borrower’s expense, and the charge therefor shall be $850 per person per day (or such higher amount as shall represent Bank’s then-current standard charge for the same), plus reasonable out-of-pocket expenses. In the event Borrower and Bank schedule an audit more than ten (10) days in advance, and Borrower cancels or seeks to reschedule the audit with less than ten (10) days written notice to Bank, then (without limiting any of Bank’s rights or remedies), Borrower shall pay Bank a fee of $1,000 plus any out-of-pocket expenses incurred by Bank to compensate Bank for the anticipated costs and expenses of the cancellation or rescheduling.

6.11 Formation or Acquisition of Subsidiaries. At the time that Borrower or any Subsidiary forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Effective Date, Borrower shall (a) cause such new Subsidiary to become a co-borrower hereunder, together with appropriate financing statements and/or Control Agreements, all in form and substance satisfactory to Bank (including without limitation, documents, agreements and instruments sufficient to grant Bank a first priority Lien (subject to Permitted Liens) in and to the assets of such newly formed or acquired Subsidiary), (b) provide to Bank appropriate certificates and powers and financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary, in form and substance satisfactory to Bank, and (c) provide to Bank all other documentation in form and substance satisfactory to Bank, including one or more opinions of counsel satisfactory to Bank, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above. Any document, agreement, or instrument executed or issued pursuant to this Section 6.11 shall be a Loan Document. Nothing in this Section 6.11 shall be construed as permitted the acquisition of any Subsidiary unless otherwise expressly permitted elsewhere in this Agreement.

6.12 Further Assurances. Execute any further instruments and take further action as Bank reasonably requests to perfect or continue Bank’s Lien in the Collateral or to effect the purposes of this Agreement. Deliver to Bank, within five (5) days after the same are sent or received, copies of all correspondence, reports, documents and other filings with any Governmental Authority regarding compliance with or maintenance of Governmental Approvals or Requirements of Law or that could reasonably be expected to have a material effect on any of the Governmental Approvals or otherwise on the operations of Borrower or any of its Subsidiaries.

7 NEGATIVE COVENANTS

Borrower shall not do any of the following without Bank’s prior written consent:

7.1 Dispositions. Convey, sell, lease, transfer, assign, or otherwise dispose of (collectively, “Transfer”), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, except for Transfers (a) of Inventory in the ordinary course of business; (b) of worn-out or obsolete Equipment; (c) in connection with Permitted Liens and Permitted Investments; and (d) of non-exclusive licenses for the use of the property of Borrower or its Subsidiaries in the ordinary course of business.

7.2 Changes in Business, Management, Ownership, or Business Locations. (a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by Borrower and such Subsidiary, as applicable, or reasonably related thereto; (b) liquidate or dissolve; or (c) (i) have a change in Key Person unless a replacement approved by Borrower’s board of directors is appointed within sixty (60) days of any such departure; or (ii) enter into any transaction or series of related transactions in which the stockholders of Borrower who were not stockholders immediately prior to the first such transaction own more than 40% of the voting stock of Borrower immediately after giving effect to such transaction or related series of such transactions (other than by the sale of Borrower’s equity securities in a public offering or to venture capital investors so long as Borrower identifies to Bank the venture capital investors prior to the closing of the transaction and provides to Bank within five (5) Business Days following such closing, a description of the material terms of the transaction).

Borrower shall not, without at least thirty (30) days prior written notice to Bank: (1) add any new offices or business locations, including warehouses (unless such new offices or business locations contain less than Ten Thousand Dollars ($10,000) in Borrower’s assets or property), (2) change its jurisdiction of organization, (3) change its organizational structure or type, (4) change its legal name, or (5) change any organizational number (if any) assigned by its jurisdiction of organization. If Borrower intends to deliver any portion of the Collateral valued, individually
or in the aggregate, in excess of Ten Thousand Dollars ($10,000) to a bailee, and Bank and such bailee are not already parties to a bailee agreement governing both the Collateral and the location to which Borrower intends to deliver the Collateral, then Borrower will first receive the written consent of Bank, and such bailee shall execute and deliver a bailee agreement in form and substance satisfactory to Bank in its sole discretion.

7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person, except for Permitted Acquisitions. Notwithstanding the foregoing, a Subsidiary may merge or consolidate into another Subsidiary or into Borrower.

7.4 Indebtedness. Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness.

7.5 Encumbrance. Create, incur, allow, or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, permit any Collateral not to be subject to the first priority security interest granted herein, or enter into any agreement, document, instrument or other arrangement (except with or in favor of Bank) with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrower’s Intellectual Property, except as is otherwise permitted in Section 7.1 hereof and the definition of “Permitted Liens” herein.

7.6 Maintenance of Collateral Accounts. Maintain any Collateral Account except pursuant to the terms of Section 6.6(b) hereof.

7.7 Distributions; Investments. (a) Pay any dividends or make any distribution or payment or redeem, retire or purchase any capital stock; provided that (i) Borrower may convert any of its convertible securities into other securities pursuant to the terms of such convertible securities or otherwise in exchange thereof; (ii) Borrower may pay dividends solely in common stock; and (iii) Borrower may repurchase the stock of former employees, directors or consultants pursuant to stock repurchase agreements so long as an Event of Default does not exist at the time of such repurchase and would not exist after giving effect to such repurchase, provided such repurchase does not exceed in the aggregate of Two Hundred Thousand Dollars ($200,000) per fiscal year; provided, however, that the maximum dollar restriction on repurchases set forth in this (iii) shall not apply to repurchases where the price per share price paid in such repurchase is equal to the price paid by such former employee, director, or consultant when he or she purchased the stock from Borrower; or (b) directly or indirectly make any Investment other than Permitted Investments, or permit any of its Subsidiaries to do so.

7.8 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower, except for transactions that are in the ordinary course of Borrower’s business, upon fair and reasonable terms that are no less favorable to Borrower than would be obtained in an arm’s length transaction with a non-affiliated Person and transactions permitted pursuant to the terms of Section 7.2 hereof.

7.9 Subordinated Debt. (a) Make or permit any payment on any Subordinated Debt, except under the terms of the subordination, intercreditor, or other similar agreement to which such Subordinated Debt is subject, or (b) amend any provision in any document relating to the Subordinated Debt which would increase the amount thereof or adversely affect the subordination thereof to Obligations owed to Bank.

7.10 Compliance. Become an “investment company” or a company controlled by an “investment company”, under the Investment Company Act of 1940, as amended, or undertake as one of its important activities extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of any Credit Extension for that purpose; fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, each as defined in ERISA, to occur; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation could reasonably be expected to have a material adverse effect on Borrower’s business, or permit any of its Subsidiaries to do so; withdraw or permit any Subsidiary to withdraw from participation in, permit partial or complete termination of, or permit the occurrence of any other event with respect to, any present pension, profit sharing and deferred compensation plan which could reasonably be expected to result in any liability of Borrower, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.
8 EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an “Event of Default”) under this Agreement:

8.1 Payment Default. Borrower fails to pay any of the Obligations when due;

8.2 Covenant Default.

(a) Borrower fails or neglects to perform any obligation under Sections 6.2, 6.4, 6.5, 6.6, 6.7, 6.8 or 6.10, or violates any covenant in Section 7; or

(b) Borrower fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Loan Documents, and as to any default (other than those specified in this Section 8) under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure the default within ten (10) days after the occurrence thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) day period or cannot after diligent attempts by Borrower be cured within such ten (10) day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to cure the default shall not be deemed an Event of Default (but no Credit Extensions shall be made during such cure period). Cure periods provided under this section shall not apply to financial covenants or any other covenants that are required to be satisfied, completed or tested by a certain date or within a certain time period;

8.3 Priority of Security Interest. If there is a material impairment in the perfection or priority of the Bank’s security interest in the Collateral;

8.4 Attachment; Levy; Restraint on Business.

(a) (i) The service of process seeking to attach, by trustee or similar process, any funds of Borrower or of any entity under the control of Borrower (including a Subsidiary) on deposit or otherwise maintained with Bank or any Bank Affiliate, or (ii) a notice of lien or levy is filed against any of Borrower’s assets by any government agency, and the same under subclauses (i) and (ii) hereof are not, within ten (10) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); provided, however, no Credit Extensions shall be made during any ten (10) day cure period; or

(b) (i) any material portion of Borrower’s assets is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents Borrower from conducting any material part of its business;

8.5 Insolvency. (a) Borrower is unable to pay its debts (including trade debts) as they become due or otherwise becomes insolvent; (b) Borrower begins an Insolvency Proceeding; or (c) an Insolvency Proceeding is begun against Borrower and not dismissed or stayed within thirty (30) days (but no Credit Extensions shall be made while of any of the conditions described in clause (a) exist and/or until any Insolvency Proceeding is dismissed);

8.6 Other Agreements. There is a default that continues after any applicable cure period in any agreement to which Borrower is a party with a third party or parties resulting in a legal or contractual right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount individually or in the aggregate in excess of One Hundred Thousand Dollars ($100,000);

8.7 Judgments. One or more final judgments, orders, or decrees for the payment of money in an amount, individually or in the aggregate, of at least One Hundred Thousand Dollars ($100,000) (not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier) shall be rendered against Borrower and the same are not, within ten (10) days after the entry thereof, discharged or execution thereof stayed or bonded pending appeal, or such judgments are not discharged prior to the expiration of any such stay (provided that no Credit Extensions will be made prior to the discharge, stay, or bonding of such judgment, order, or decree);
8.8 Misrepresentations. Borrower or any Person acting for Borrower makes any material representation, warranty, or other statement now or later in this Agreement, any Loan Document or in any writing delivered to Bank or to induce Bank to enter this Agreement or any Loan Document, and such representation, warranty, or other statement is incorrect in any material respect when made (it being recognized by Bank that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results);

8.9 Subordinated Debt. Any document, instrument, or agreement evidencing any Subordinated Debt shall for any reason be revoked or invalided or otherwise cease to be in full force and effect, any Person shall be in breach thereof or contest in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Obligations shall for any reason be subordinated or shall not have the priority contemplated by this Agreement or the applicable subordination or intercreditor agreement; or

8.10 Governmental Approvals. Any Governmental Approval shall have been (a) revoked, rescinded, suspended, modified in an adverse manner or not renewed in the ordinary course for a full term or (b) subject to any decision by a Governmental Authority that designates a hearing with respect to any applications for renewal of any of such Governmental Approval or that could result in the Governmental Authority taking any of the actions described in clause (a) above, and such decision or such revocation, rescission, suspension, modification or non-renewal (i) has, or could reasonably be expected to have, a Material Adverse Change, or (ii) adversely affects the legal qualifications of Borrower or any of its Subsidiaries to hold such Governmental Approval in any applicable jurisdiction and such revocation, rescission, suspension, modification or non-renewal could reasonably be expected to affect the status of or legal qualifications of Borrower or any of its Subsidiaries to hold any Governmental Approval in any other jurisdiction.

9 BANK’S RIGHTS AND REMEDIES

9.1 Rights and Remedies. While an Event of Default occurs and continues Bank may, without notice or demand, do any or all of the following:

(a) declare all Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs all Obligations are immediately due and payable without any action by Bank); provided, that in the case of an Event of Default with respect solely to a violation of Section 6.7(a), only the Revolving Line and any Obligations in respect thereof shall be subject to acceleration pursuant to this Section 9.1(a); provided further, that any Event of Default resulting from Borrower’s failure to timely repay Obligations in respect of the Revolving Line following acceleration thereof, or from Bank’s exercise of its rights and remedies following acceleration of the Obligations in respect of the Revolving Line, shall not be limited to the Revolving Line but rather shall apply to all Obligations;

(b) stop advancing money or extending credit for Borrower’s benefit under this Agreement or under any other agreement between Borrower and Bank;

(c) demand that Borrower (i) deposit cash with Bank in an amount equal to 105% (for Letters of Credit denominated in Dollars) and 110% (for Letters of Credit denominated in a Foreign Currency) of the Dollar Equivalent of the aggregate face amount of all Letters of Credit remaining undrawn (plus all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its good faith business judgment)), to secure all of the Obligations relating to such Letters of Credit, as collateral security for the repayment of any future drawings under such Letters of Credit, and Borrower shall forthwith deposit and pay such amounts, and (ii) pay in advance all letter of credit fees scheduled to be paid or payable over the remaining term of any Letters of Credit;

(d) terminate any FX Forward Contracts;

(e) settle or adjust disputes and claims directly with Account Debtors for amounts on terms and in any order that Bank considers advisable, notify any Person owing Borrower money of Bank’s security interest in such fund s, and verify the amount of such account;

(f) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral;
(g) apply to the Obligations (i) any balances and deposits of Borrower it holds, or (ii) any amount held by Bank owing to or for the credit or the account of Borrower;

(h) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral. Bank is hereby granted a non-exclusive, royalty-free license or other right to use, without charge, Borrower’s labels, Patents, Copyrights, mask works, rights of use of any name, trade secrets, trade names, Trademarks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank’s exercise of its rights under this Section, Borrower’s rights under all licenses and all franchise agreements inure to Bank’s benefit;

(i) place a “hold” on any account maintained with Bank and/or deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or similar agreements providing control of any Collateral;

(j) demand and receive possession of Borrower’s Books; and

(k) exercise all rights and remedies available to Bank under the Loan Documents or at law or equity, including all remedies provided under the Code (including disposal of the Collateral pursuant to the terms thereof).

9.2 Power of Attorney. Borrower hereby irrevocably appoints Bank as its lawful attorney-in-fact, exercisable (a) upon the occurrence and during the continuance of an Event of Default, to: (i) endorse Borrower’s name on any checks or other forms of payment or security; (ii) sign Borrower’s name on any invoice or bill of lading for any Account or drafts against Account Debtors; (iii) settle and adjust disputes and claims about the Accounts directly with Account Debtors, for amounts and on terms Bank determines reasonable; (iv) make, settle, and adjust all claims under Borrower’s insurance policies; (v) pay, contest or settle any Lien, charge, encumbrance, security interest, and adverse claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; and (vi) transfer the Collateral into the name of Bank or a third party as the Code permits, and (b) at any time, regardless of whether an Event of Default has occurred until all Obligations have been satisfied in full and Bank is under no further obligation to make Credit Extensions hereunder, to: (i) endorse Borrower’s name on checks or other instruments deposited into the Lockbox (to the extent necessary to pay amounts owed pursuant to this Agreement); and (ii) sign Borrower’s name on any documents necessary to perfect or continue the perfection of Bank’s security interest in the Collateral. Bank’s foregoing appointment as Borrower’s attorney in fact, and all of Bank’s rights and powers, coupled with an interest, are irrevocable until all Obligations have been fully repaid and performed and Bank’s obligation to provide Credit Extensions terminates.

9.3 Protective Payments. If Borrower fails to obtain the insurance called for by Section 6.5 or fails to pay any premium thereon or fails to pay any other amount which Borrower is obligated to pay under this Agreement or any other Loan Document, Bank may obtain such insurance or make such payment, and all amounts so paid by Bank are Bank Expenses and immediately due and payable, bearing interest at the then highest rate applicable to the Obligations, and secured by the Collateral. Bank will make reasonable efforts to provide Borrower with notice of Bank obtaining such insurance at the time it is obtained or within a reasonable time thereafter. No payments by Bank are deemed an agreement to make similar payments in the future or Bank’s waiver of any Event of Default.

9.4 Application of Payments and Proceeds Upon Default. Subject to Section 9.1(a) in the case of an Event of Default solely with respect to a violation of Section 6.7(a), if an Event of Default has occurred and is continuing, Bank may apply any funds in its possession, whether from Borrower account balances, payments, proceeds realized as the result of any collection of Accounts or other disposition of the Collateral, or otherwise, to the Obligations in such order as Bank shall determine in its sole discretion. Any surplus shall be paid to Borrower or other Persons legally entitled thereto; Borrower shall remain liable to Bank for any deficiency. If Bank, in its good faith business judgment, directly or indirectly enters into a deferred payment or other credit transaction with any purchaser at any sale of Collateral, Bank shall have the option, exercisable at any time, of either reducing the Obligations by the principal amount of the purchase price or deferring the reduction of the Obligations until the actual receipt by Bank of cash therefor.

9.5 Bank’s Liability for Collateral. So long as Bank complies with reasonable banking practices regarding the safekeeping of the Collateral in the possession or under the control of Bank, Bank shall not be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other Person. Borrower bears all risk of loss, damage or destruction of the Collateral.
9.6 No Waiver; Remedies Cumulative. Bank’s failure, at any time or times, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Bank thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by the party granting the waiver and then is only effective for the specific instance and purpose for which it is given. Bank’s rights and remedies under this Agreement and the other Loan Documents are cumulative. Bank has all rights and remedies provided under the Code, by law, or in equity. Bank’s exercise of one right or remedy is not an election and shall not preclude Bank from exercising any other remedy under this Agreement or other remedy available at law or in equity, and Bank’s waiver of any Event of Default is not a continuing waiver. Bank’s delay in exercising any remedy is not a waiver, election, or acquiescence.

9.7 Demand Waiver. Borrower waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Bank on which Borrower is liable.

10 NOTICES

All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail or facsimile transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Bank or Borrower may change its mailing or electronic mail address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 10.

If to Borrower: FireEye, Inc.
1390 McCarthy Blvd.
Milpitas, California 95035
Attn: Michael Sheridan, CFO
Fax:
Email:

With a copy to (which shall not constitute notice):

FireEye, Inc.
1390 McCarthy Blvd.
Milpitas, California 95035
Attn: Ashar Aziz, CEO
Fax:
Email:

If to Bank: Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304
Attn: Brian Fitzpatrick
Fax:
Email:

11 CHOICE OF LAW, VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE

California law governs the Loan Documents without regard to principles of conflicts of law. Borrower and Bank each submit to the exclusive jurisdiction of the State and Federal courts in Santa Clara County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Bank from bringing suit.
or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court
order in favor of Bank. Borrower expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and
Borrower hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby
consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Borrower hereby waives personal service of the summons,
complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by
registered or certified mail addressed to Borrower at the address set forth in, or subsequently provided by Borrower in accordance with, Section 10 of this
Agreement and that service so made shall be deemed completed upon the earlier to occur of Borrower’s actual receipt thereof or three (3) days after deposit in the
U.S. mails, proper postage prepaid.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND BANK EACH WAIVE THEIR RIGHT
TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN
DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER
CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY
HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES’ AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL
BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature
between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding
Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to
comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County,
California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with
the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant
provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing
receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of
any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such
party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same
manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be
conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee
discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the
selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of
decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise
self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability,
interpretation, and enforceability of this paragraph.

12 GENERAL PROVISIONS

12.1 Successors and Assigns. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower
may not assign this Agreement or any rights or obligations under it without Bank’s prior written consent (which may be granted or withheld in Bank’s
discretion). Bank has the right, without the consent of or notice to Borrower, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or
any interest in, Bank’s obligations, rights, and benefits under this Agreement and the other Loan Documents (other than the Warrants, as to which
assignment, transfer and other such actions are governed by the terms of the Warrants).

12.2 Indemnification. Borrower agrees to indemnify, defend and hold Bank and its directors, officers, employees, agents, attorneys, or any
other Person affiliated with or representing Bank (each, an “Indemnified Person”) harmless against: (a) all obligations, demands, claims, and liabilities
(collectively, “Claims”) claimed or asserted by any other party in connection with the transactions contemplated by the Loan Documents; and (b) all losses or
expenses (including Bank Expenses) in any way suffered, incurred, or paid by such Indemnified Person as a result of, following from, consequential to, or
arising from transactions between Bank and Borrower contemplated by the Loan Documents (including reasonable attorneys’ fees and expenses), except for
Claims and/or losses directly caused by such Indemnified Person’s gross negligence or willful misconduct.
12.3 **Time of Essence.** Time is of the essence for the performance of all Obligations in this Agreement.

12.4 **Severability of Provisions.** Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

12.5 **Correction of Loan Documents.** Bank may correct patent errors and fill in any blanks in the Loan Documents consistent with the agreement of the parties.

12.6 **Amendments in Writing; Waiver; Integration.** No purported amendment or modification of any Loan Document, or waiver, discharge or termination of any obligation under any Loan Document, shall be enforceable or admissible unless, and only to the extent, expressly set forth in a writing signed by the party against which enforcement or admission is sought. Without limiting the generality of the foregoing, no oral promise or statement, nor any action, inaction, delay, failure to require performance or course of conduct shall operate as, or evidence, an amendment, supplement or waiver or have any other effect on any Loan Document. Any waiver granted shall be limited to the specific circumstance expressly described in it, and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver. The Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of the Loan Documents merge into the Loan Documents.

12.7 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

12.8 **Survival.** All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) have been paid in full and satisfied. The obligation of Borrower in Section 12.2 to indemnify Bank shall survive until the statute of limitations with respect to such claim or cause of action shall have run.

12.9 **Confidentiality.** In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (a) to Bank’s Subsidiaries or Affiliates (such Subsidiaries and Affiliates, together with Bank, collectively, “Bank Entities”); (b) to prospective transferees or purchasers of any interest in the Credit Extensions (provided, however, Bank shall use its best efforts to obtain any prospective transferee’s or purchaser’s agreement to the terms of this provision); (c) as required by law, regulation, subpoena, or other order; (d) to Bank’s regulators or as otherwise required in connection with Bank’s examination or audit; (e) as Bank considers appropriate in exercising remedies under the Loan Documents; and (f) to third-party service providers of Bank so long as such service providers have executed a confidentiality agreement with Bank with terms no less restrictive than those contained herein. Confidential information does not include information that is either: (i) in the public domain or in Bank’s possession when disclosed to Bank, or becomes part of the public domain after disclosure to Bank; or (ii) disclosed to Bank by a third party if Bank does not know that the third party is prohibited from disclosing the information.

Bank Entities may use the confidential information for reporting purposes and the development and distribution of databases and market analyses so long as such confidential information is aggregated and anonymized prior to distribution, and so long as Bank does not disclose Borrower’s identity or the identity of any person associated with Borrower unless otherwise expressly permitted by Borrower. The provisions of the immediately preceding sentence shall survive the termination of this Agreement.

12.10 **Attorneys’ Fees, Costs and Expenses.** In any action or proceeding between Borrower and Bank arising out of or relating to the Loan Documents, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

12.11 **Electronic Execution of Documents.** The words “execution,” “signed,” “signature” and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in
electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

12.12 Captions. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

12.13 Construction of Agreement. The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

12.14 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm’s-length contract.

12.15 Third Parties. Nothing in this Agreement, whether express or implied, is intended to: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it and their respective permitted successors and assigns; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

12.16 No Novation. Nothing contained herein shall in any way impair the Existing Loan Agreement and other Loan Documents now held for the Obligations, nor affect or impair any rights, powers, or remedies under the Existing Loan Agreement or any Loan Document, it being the intent of the parties hereto that this Agreement shall not constitute a novation of the Existing Loan Agreement or an accord and satisfaction of the Obligations. Borrower hereby ratifies and reaffirms the validity and enforceability of all of the liens and security interests heretofore granted pursuant to the Loan Documents, as collateral security for the Obligations, and acknowledges that all of such liens and security interests, and all Collateral heretofore pledged as security for the Obligations, continues to be and remains Collateral for the Obligations from and after the date hereof.

13 DEFINITIONS

13.1 Definitions. As used in the Loan Documents, the word “shall” is mandatory, the word “may” is permissive, the word “or” is not exclusive, the words “includes” and “including” are not limiting, the singular includes the plural, and numbers denoting amounts that are set off in brackets are negative. As used in this Agreement, the following capitalized terms have the following meanings:

“Account” is any “account” as defined in the Code with such additions to such term as may hereafter be made, and includes, without limitation, all accounts receivable and other sums owing to Borrower.

“Account Debtor” is any “account debtor” as defined in the Code with such additions to such term as may hereafter be made.

“Advance” or “Advances” means an advance (or advances) under the Revolving Line.

“Affiliate” is, with respect to any Person, each other Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person’s senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person’s managers and members.

“Agreement” is defined in the preamble hereof.

“Availability Amount” is (a) the lesser of (i) the Revolving Line or (ii) the amount available under the Borrowing Base minus (b) the Dollar Equivalent amount of all outstanding Letters of Credit (including drawn but unreimbursed Letters of Credit) plus an amount equal to the Letter of Credit Reserve, minus (c) the FX Reduction Amount, minus (d) any amounts used for Cash Management Services, and minus (e) the outstanding principal balance of any Advances.

“Bank” is defined in the preamble hereof.
“Bank Entities” is defined in Section 12.9.

“Bank Expenses” are all audit fees and expenses, costs, and expenses (including reasonable attorneys’ fees and expenses) for preparing, amending, negotiating, administering, defending and enforcing the Loan Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings) or otherwise incurred with respect to Borrower.

“Borrower” is defined in the preamble hereof.

“Borrower’s Books” are all Borrower’s books and records including ledgers, federal and state tax returns, records regarding Borrower’s assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

“Borrowing Base” is (a) 80% of Eligible Accounts plus (b) 70% of Eligible Foreign Accounts, all as determined by Bank from Borrower’s most recent Borrowing Base Certificate; provided, however, Advances in respect of Eligible Foreign Accounts shall not at any time exceed Two Million Dollars ($2,000,000) in the aggregate; provided further, that Bank may decrease the foregoing percentages in its good faith business judgment based on its field examinations of the Accounts and calculation of the related dilution, or based on events, conditions, contingencies, or risks which, as determined by Bank, may adversely affect Collateral.

“Borrowing Base Certificate” is that certain certificate in the form attached hereto as Exhibit C.

“Borrowing Base Report” is defined in Section 6.2(a).

“Borrowing Resolutions” are, with respect to any Person, those resolutions substantially in the form attached hereto as Exhibit E.

“Business Day” is any day that is not a Saturday, Sunday or a day on which Bank is closed.

“Cash Management Services” is defined in Section 2.1.4.

“Code” is the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of California; provided, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Bank’s Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of California, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

“Collateral” is any and all properties, rights and assets of Borrower described on Exhibit A.

“Collateral Account” is any Deposit Account, Securities Account, or Commodity Account.

“Commodity Account” is any “commodity account” as defined in the Code with such additions to such term as may hereafter be made.

“Compliance Certificate” is that certain certificate in the form attached hereto as Exhibit D.

“Contingent Obligation” is, for any Person, any direct or indirect liability, contingent or not, of that Person for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation, in each case, directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (b) any obligations for undrawn letters of credit for the account of that Person; and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; but “Contingent Obligation” does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement.

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“Control Agreement” is any control agreement entered into among the depository institution at which Borrower maintains a Deposit Account or the securities intermediary or commodity intermediary at which Borrower maintains a Securities Account or a Commodity Account, Borrower, and Bank pursuant to which Bank obtains control (within the meaning of the Code) over such Deposit Account, Securities Account, or Commodity Account.

“Copyrights” are any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

“Credit Extension” is any Advance, Growth Capital Advance, Letter of Credit, FX Forward Contract, amount utilized for Cash Management Services, Existing Term Loan Advance, Existing Equipment Advance or any other extension of credit by Bank for Borrower’s benefit.

“Deferred Revenue” is all amounts received or invoiced in advance of performance under contracts and not yet recognized as revenue.

“Deposit Account” is any “deposit account” as defined in the Code with such additions to such term as may hereafter be made.

“Designated Deposit Account” is Borrower’s deposit account, account number ____________, maintained with Bank.

“Dollars,” “dollars” or use of the sign “$” means only lawful money of the United States and not any other currency, regardless of whether that currency uses the “$” sign to denote its currency or may be readily converted into lawful money of the United States.

“Dollar Equivalent” is, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in a Foreign Currency, the equivalent amount therefor in Dollars as determined by Bank at such time on the basis of the then-prevailing rate of exchange in San Francisco, California, for sales of the Foreign Currency for transfer to the country issuing such Foreign Currency.

“Early Termination Fee” is defined in Section 2.5.

“Effective Date” is defined in the preamble hereof.

“Eligible Accounts” means Accounts which arise in the ordinary course of Borrower’s business that meet all Borrower’s representations and warranties in Section 5.3. Bank reserves the right at any time after the Effective Date to adjust any of the criteria set forth below and to establish new criteria in its good faith business judgment. Unless Bank otherwise agrees in writing, Eligible Accounts shall not include:

(a) Accounts for which the Account Debtor is Borrower’s Affiliate, officer, employee, or agent;

(b) Accounts that the Account Debtor has not paid within ninety (90) days of invoice date regardless of invoice payment period terms;

(c) Accounts with credit balances over ninety (90) days from invoice date;

(d) Accounts owing from an Account Debtor, in which fifty percent (50%) or more of the Accounts have not been paid within ninety (90) days of invoice date;

(e) Accounts owing from an Account Debtor which does not have its principal place of business in the United States;

(f) Accounts billed and/or payable outside of the United States (sometimes called foreign invoiced accounts);
(g) Accounts owing from an Account Debtor to the extent that Borrower is indebted or obligated in any manner to the Account Debtor (as creditor, lessee, supplier or otherwise - sometimes called “contra” accounts, accounts payable, customer deposits or credit accounts), with the exception of customary credits, adjustments and/or discounts given to an Account Debtor by Borrower in the ordinary course of its business;

(h) Accounts owing from an Account Debtor which is a United States government entity or any department, agency, or instrumentality thereof unless Borrower has assigned its payment rights to Bank and the assignment has been acknowledged under the Federal Assignment of Claims Act of 1940, as amended;

(i) Accounts for demonstration or promotional equipment, or in which goods are consigned, or sold on a “sale guaranteed”, “sale or return”, “sale on approval”, or other terms if Account Debtor’s payment may be conditional;

(j) Accounts owing from an Account Debtor where goods or services have not yet been rendered to the Account Debtor (sometimes called memo billings or pre-billings);

(k) Accounts subject to contractual arrangements between Borrower and an Account Debtor where payments shall be scheduled or due according to completion or fulfillment requirements where the Account Debtor has a right of offset for damages suffered as a result of Borrower’s failure to perform in accordance with the contract (sometimes called contracts accounts receivable, progress billings, milestone billings, or fulfillment contracts);

(l) Accounts owing from an Account Debtor the amount of which may be subject to withholding based on the Account Debtor’s satisfaction of Borrower’s complete performance (but only to the extent of the amount withheld; sometimes called retainage billings);

(m) Accounts subject to trust provisions, subrogation rights of a bonding company, or a statutory trust;

(n) Accounts owing from an Account Debtor that has been invoiced for goods that have not been shipped to the Account Debtor unless Bank, Borrower, and the Account Debtor have entered into an agreement acceptable to Bank in its sole discretion wherein the Account Debtor acknowledges that (i) it has title to and has ownership of the goods wherever located, (ii) a bona fide sale of the goods has occurred, and (iii) it owes payment for such goods in accordance with invoices from Borrower (sometimes called “bill and hold” accounts);

(o) Accounts for which the Account Debtor has not been invoiced;

(p) Accounts that represent non-trade receivables or that are derived by means other than in the ordinary course of Borrower’s business;

(q) Accounts for which Borrower has permitted Account Debtor’s payment to extend beyond 90 days;

(r) Accounts arising from chargebacks, debit memos or others payment deductions taken by an Account Debtor;

(s) Accounts arising from product returns and/or exchanges (sometimes called “warranty” or “RMA” accounts);

(t) Accounts in which the Account Debtor disputes liability or makes any claim (but only up to the disputed or claimed amount), or if the Account Debtor is subject to an Insolvency Proceeding, or becomes insolvent, or goes out of business;

(u) Accounts owing from an Account Debtor with respect to which Borrower has received Deferred Revenue (but only to the extent of such Deferred Revenue);

(v) Accounts owing from an Account Debtor, whose total obligations to Borrower exceed thirty percent (30%) of all Accounts, for the amounts that exceed that percentage, unless Bank approves in writing; and

(w) Accounts for which Bank determines collection to be doubtful (approval of such accounts not to be unreasonably withheld), including, without limitation, accounts represented by “refreshed” or “recycled” invoices.
“Eligible Equipment” is the following to the extent it complies with all of Borrower’s representations and warranties to Bank, is acceptable to Bank in all respects, is located at 1390 McCarthy Blvd., Milpitas, California or such other location of which Bank has approved in writing, and is subject to a first priority Lien in favor of Bank: (a) general purpose equipment, computer equipment, manufacturing equipment, office equipment, test and laboratory equipment, including, without limitation, Equipment for FireEye testing, furnishments, subject to the limitations set forth herein, and (b) Other Equipment.

“Eligible Foreign Account” is an Account which is owing from an Account Debtor which does not have its principal place of business in the United States but which otherwise satisfies the criteria for eligibility set forth in the definition of “Eligible Accounts.”

“Equipment” is all “equipment” as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.


“Equipment Advance B Maturity Date” means October 1, 2013.

“ERISA” is the Employee Retirement Income Security Act of 1974, and its regulations.

“Event of Default” is defined in Section 8.

“Event of Loss” is defined in Section 2.1.6(c).


“Existing Loan Agreement” is defined in the Recitals.

“Existing Credit Extensions” is defined in Section 2.1.6(a).

“Existing Equipment Advance A” is defined in Section 2.1.6(a).

“Existing Equipment Advance B” is defined in Section 2.1.6(a).

“Existing Equipment Advances” is defined in Section 2.1.6(a).

“Existing Term Loan Advance” is defined in Section 2.1.6(a).

“Financed Equipment” is all present and future Eligible Equipment in which Borrower has any interest which is financed by an Existing Equipment Advance.

“Foreign Currency” means lawful money of a country other than the United States.

“Funding Date” is any date on which a Credit Extension is made to or for the account of Borrower which shall be a Business Day.

“FX Business Day” is any day when (a) Bank’s Foreign Exchange Department is conducting its normal business and (b) the Foreign Currency being purchased or sold by Borrower is available to Bank from the entity from which Bank shall buy or sell such Foreign Currency.

“FX Forward Contract” is defined in Section 2.1.3.

“FX Reduction Amount” is defined in Section 2.1.3.

“FX Reserve” is defined in Section 2.1.3.

“GAAP” is generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and
pronouncements of the Financial Accounting Standards Board or in such other statements by such other Person as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.

“Governmental Authority” is any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

“Growth Capital Advance” is defined in Section 2.1.5(a).

“Growth Capital Commitment Termination Date” means December 31, 2011.

“Growth Capital Loan Commitment” is Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000), of which (i) One Million Dollars ($1,000,000) shall be available to be drawn from the Effective Date through October 31, 2011, and (ii) One Million Seven Hundred Fifty Thousand Dollars ($1,750,000) shall be available to be drawn from the Effective Date through the Growth Capital Commitment Termination Date.

“Growth Capital Maturity Date” is December 31, 2014.

“Indebtedness” is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, and (d) Contingent Obligations.

“Indemnified Person” is defined in Section 12.2.

“Insolvency Proceeding” is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

“Intellectual Property” means all of Borrower’s right, title, and interest in and to the following:

(a) its Copyrights, Trademarks and Patents;

(b) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, operating manuals;

(c) any and all source code;

(d) any and all design rights which may be available to a Borrower;

(e) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and

(f) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

“Inventory” is all “inventory” as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of Borrower’s custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

“Investment” is any beneficial ownership interest in any Person (including stock, partnership interest or other securities), and any loan, advance or capital contribution to any Person.
“Key Person” is each of Borrower’s Chief Executive Officer or Chief Financial Officer.

“Letter of Credit” means a standby letter of credit issued by Bank or another institution based upon an application, guarantee, indemnity or similar agreement on the part of Bank as set forth in Section 2.1.2.

“Letter of Credit Application” is defined in Section 2.1.2(b).

“Letter of Credit Reserve” has the meaning set forth in Section 2.1.2(e).

“Lien” is a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

“Loan Documents” are, collectively, this Agreement, the Warrants, the Perfection Certificate, any note, or notes or guaranties executed by Borrower, and any other present or future agreement between Borrower and/or for the benefit of Bank in connection with this Agreement, all as amended, restated, or otherwise modified.

“Lockbox” is defined in Section 2.6.

“Material Adverse Change” is (a) a material impairment in the perfection or priority of Bank’s Lien in the Collateral or in the value of such Collateral; (b) a material adverse change in the business, operations, or condition (financial or otherwise) of Borrower; or (c) a material impairment of the prospect of repayment of any portion of the Obligations.

“Monthly Financial Statements” is defined in Section 6.2(c).

“Obligations” are Borrower’s obligations to pay when due any debts, principal, interest, Bank Expenses and other amounts Borrower owes Bank now or later, whether under this Agreement, the Loan Documents (other than the Warrants), or otherwise, including, without limitation, all obligations relating to letters of credit (including reimbursement obligations for drawn and undrawn letters of credit), cash management services, and foreign exchange contracts, if any, and including interest accruing after Insolvency Proceedings begin and debts, liabilities, or obligations of Borrower assigned to Bank, and to perform Borrower’s duties under the Loan Documents (other than the Warrants).

“Operating Documents” are, for any Person, such Person’s formation documents, as certified with the Secretary of State of such Person’s state of formation on a date that is no earlier than 30 days prior to the Effective Date, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

“Other Equipment” means transferable software licenses, leasehold improvements or other soft costs, including sales tax, freight and installation expenses.

“Patents” means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

“Payment/Advance Form” is that certain form attached hereto as Exhibit B.

“Perfection Certificate” is defined in Section 5.1.

“Permitted Acquisitions” means, collectively,

(a) any acquisition of the assets or equity interests of another Person or division of another Person to which Bank has consented in writing in its sole discretion,

(b) any acquisition of the assets or equity interests of another Person or division of another Person that satisfies all of the following conditions:

    (i) Bank shall have received at least 14 days’ prior written notice of such proposed acquisition, which notice shall include a reasonably detailed description of such proposed acquisition;
(ii) the nature of the target’s business shall be substantially similar, related or incidental to Borrower’s business;

(iii) the purchase consideration for such acquisition, when taken together with all acquisitions previously consummated as a Permitted Acquisitions under this clause (b), does not exceed One Million Dollars ($1,000,000) in the aggregate;

(iv) Borrower has provided Bank with pro forma forecasted balance sheets, profit and loss statements, and cash flow statements of Borrower and its Subsidiaries, prepared on a basis consistent with Borrower’s historical financial statements, subject to adjustments to reflect projected consolidated operations following the acquisition, together with appropriate supporting details and a statement of underlying assumptions for the one (1) year period following the date of the proposed acquisition, on a quarter-by-quarter basis; and

(v) the assets being acquired (other than assets the value of which is immaterial) are located within the United States or the target acquired is organized in a jurisdiction located within the United States.

Notwithstanding anything to the contrary contained herein, in order for any acquisition of stock or assets of another Person to constitute a “Permitted Acquisition”, Borrower must comply with all of the following:

(A) concurrent with the closing of such Permitted Acquisition, Borrower (or the applicable Subsidiary) making such Permitted Acquisition and the target shall have executed such documents and taken such actions as may be required under Section 6.11;

(B) Borrower shall have delivered to Bank, in form and substance satisfactory to the Bank and sufficiently in advance (and in any case no later than 14 days prior to such Permitted Acquisition), such other financial information, financial analysis, documentation or other information relating to such Permitted Acquisition and the pro forma certifications required by clause (C) below, in each case, as Bank shall reasonably request;

(C) on or prior to the date of such Permitted Acquisition, Bank shall have received, in form and substance reasonably satisfactory to the Bank, a certificate of the chief financial officer of Borrower demonstrating (1) pro forma compliance with the financial covenants set forth in Section 6.7, before and after giving effect to such Permitted Acquisition, and (2) compliance with the other terms of the Loan Documents (before and after giving effect to such Permitted Acquisition); and

(D) at the time of such Permitted Acquisition and after giving effect thereto, (A) no Event of Default, or event or circumstance which with notice or the passage of time would constitute an Event of Default shall have occurred and be continuing, and (B) all representations and warranties contained in the Loan Documents shall be true and correct in all material respects.

“Permitted Indebtedness” is:

(a) Borrower’s Indebtedness to Bank under this Agreement and the other Loan Documents;

(b) Subordinated Debt;

(c) unsecured Indebtedness to trade creditors incurred in the ordinary course of business;

(d) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business;

(e) Indebtedness secured by Liens permitted under clauses (a) and (c) of the definition of “Permitted Liens” hereunder; and

(f) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (e) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more burdensome terms upon Borrower or its Subsidiary, as the case may be.
“Permitted Investments” are: (i) marketable direct obligations issued or unconditionally guaranteed by the United States or its agency or any state maturing within one (1) year from its acquisition, (ii) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor’s Corporation or Moody’s Investors Service, Inc., (iii) Bank’s certificates of deposit issued maturing no more than one (1) year after issue, (iv) Investments (A) by Borrower in Subsidiaries not to exceed Fifty Thousand Dollars ($50,000) in the aggregate in any fiscal year, and (B) by Subsidiaries in other Subsidiaries or in Borrower; (v) Investments consisting of (A) travel advances and employee relocation loans and other employee loans not to exceed Fifty Thousand Dollars ($50,000) in the aggregate in any fiscal year, and (B) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by Borrower’s Board of Directors not to exceed Fifty Thousand Dollars ($50,000) in the aggregate in any fiscal year; (vi) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business; (vii) Investments consisting of money market funds at least ninety-five percent (95%) of the assets of which are of the kind described in clauses (i) through (iii) of this definition, (viii) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business; provided that this paragraph (i) shall not apply to Investments of Borrower in any Subsidiary and (ix) Permitted Acquisitions; and (x) any other investments administered through Bank.

“Permitted Liens” are:

(a) Liens existing on the Effective Date and shown on the Perfection Certificate or arising under this Agreement and the other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either (i) not due and payable or (ii) being contested in good faith and for which Borrower maintains adequate reserves on its Books, provided that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted thereunder;

(c) purchase money Liens (i) on Equipment (other than Financed Equipment) acquired or held by Borrower incurred for financing the acquisition of the Equipment securing no more than One Hundred Thousand Dollars ($100,000) in the aggregate amount outstanding, or (ii) existing on Equipment (other than Financed Equipment) when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment;

(d) leases or subleases of real property granted in the ordinary course of Borrower’s business (or, if referring to another Person, in the ordinary course of such Person’s business), and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Intellectual Property) granted in the ordinary course of Borrower’s business (or, if referring to another Person, in the ordinary course of such Person’s business), if the leases, subleases, licenses and sublicenses do not prohibit granting Bank a security interest therein;

(e) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) through (d), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase;

(f) non-exclusive license of Intellectual Property granted to third parties in the ordinary course of business (including, without limitation, joint development licenses and strategic relationships) and other non- perpetual licenses that may be exclusive in some respects, such as, by way of example, with respect to field of use or geographic territory, but that do not result, under applicable law, in a sale of all of Borrower’s interest in the property that is the subject of the license;

(g) Liens arising from attachments or judgments, orders, or decrees in circumstances not constituting an Event of Default under Sections 8.4 and 8.7;
(h) Liens in favor of other financial institutions arising in connection with Borrower’s deposit and/or securities accounts held at such institutions, provided that Bank has a perfected security interest in the amounts held in such deposit and/or securities accounts;

(i) Liens to secure payment of workers’ compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business (other than Liens imposed by ERISA); and

(j) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the ordinary course of business so long as such Liens attach only to Inventory, securing liabilities in the aggregate amount not to exceed One Hundred Thousand Dollars ($100,000) and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto.

“Person” is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

“Prime Rate” is the “prime rate” as published from time to time by The Wall Street Journal in the “Money Rates” section of its Western Edition newspaper. In the event that The Wall Street Journal ceases publishing such rate for any reason, then the “Prime Rate” shall mean Bank’s most recently announced “prime rate,” even if it is not Bank’s lowest rate.

“Registered Organization” is any “registered organization” as defined in the Code with such additions to such term as may hereafter be made.

“Repayment Period” is, for each Growth Capital Advance, a period of time equal to thirty-five (35) consecutive months commencing on the first (1st) day of the first (1st) month following the Funding Date of the applicable Growth Capital Advance.

“Requirement of Law” is as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer” is any of the Chief Executive Officer, President, Chief Financial Officer and Controller of Borrower.

“Restricted License” is any material license or other agreement with respect to which Borrower is the licensee (a) that prohibits or otherwise restricts Borrower from granting a security interest in Borrower’s interest in such license or agreement or any other property, or (b) for which a default under or termination of could interfere with the Bank’s right to sell any Collateral.

“Revolving Line” is an Advance or Advances in an amount equal to Ten Million Dollars ($10,000,000).

“Revolving Line Maturity Date” is that date which is two (2) years following the Effective Date.

“SEC” shall mean the Securities and Exchange Commission, any successor thereto, and any analogous Governmental Authority.

“Securities Account” is any “securities account” as defined in the Code with such additions to such term as may hereafter be made.

“Settlement Date” is defined in Section 2.1.3.

“Subordinated Debt” is indebtedness incurred by Borrower subordinated to all of Borrower’s now or hereafter indebtedness to Bank (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Bank entered into between Bank and the other creditor), on terms acceptable to Bank.
“Subsidiary” is, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of Borrower.

“Term Loan Maturity Date” means June 15, 2013.

“Trademarks” means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

“Transfer” is defined in Section 7.1.

“Warrants” are collectively, (a) that certain Warrant to Purchase Stock executed by Borrower in favor of Bank in connection with the Existing Loan Agreement, (b) that certain Warrant to Purchase Stock executed by Borrower in favor of Bank on the Effective Date, and (c) any other Warrant to Purchase Stock hereafter executed by Borrower in favor of Bank.

[Signature page follows.]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

BORROWER:

FIREEYE, INC.

By /s/ Michael J. Sheridan
Name: Michael J. Sheridan
Title: CFO

BANK:

SILICON VALLEY BANK

By /s/ Brian Fitzpatrick
Name: Brian Fitzpatrick
Title: Relationship Manager
The Collateral consists of all of Borrower’s right, title and interest in and to the following personal property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

all Borrower’s Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include any Intellectual Property; provided, however, the Collateral shall include all Accounts and all proceeds of Intellectual Property. If a judicial authority (including a U.S. Bankruptcy Court) would hold that a security interest in the underlying Intellectual Property is necessary to have a security interest in such Accounts and such property that are proceeds of Intellectual Property, then the Collateral shall automatically, and effective as of the Effective Date, include the Intellectual Property to the extent necessary to permit perfection of Bank’s security interest in such Accounts and such other property of Borrower that are proceeds of the Intellectual Property.

Borrower and Bank are parties to that certain negative pledge arrangement whereby Borrower, in connection with Bank’s loan(s) to Borrower, has agreed not to sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or encumber any of its Intellectual Property without Bank’s prior written consent.
**EXHIBIT B – LOAN PAYMENT/ADVANCE REQUEST FORM**

**DEADLINE FOR SAME DAY PROCESSING IS NOON PACIFIC TIME**

Fax To: (650) 494-1377

<table>
<thead>
<tr>
<th>LOAN PAYMENT:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>From Account #:</td>
<td>To Account #:</td>
</tr>
<tr>
<td>(Deposit Account #)</td>
<td>(Loan Account #)</td>
</tr>
<tr>
<td>Principal $</td>
<td>and/or Interest $</td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Phone Number:</td>
</tr>
<tr>
<td>Print Name/Title:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOAN ADVANCE:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>From Account #:</td>
<td>To Account #:</td>
</tr>
<tr>
<td>(Loan Account #)</td>
<td>(Deposit Account #)</td>
</tr>
<tr>
<td>Amount of Advance $</td>
<td></td>
</tr>
</tbody>
</table>

All Borrower’s representations and warranties in the Amended and Restated Loan and Security Agreement are true, correct and complete in all material respects on the date of the request for an advance; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date.

| Authorized Signature: | Phone Number: |
| Print Name/Title: |  |

<table>
<thead>
<tr>
<th>OUTGOING WIRE REQUEST:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beneficiary Name:</td>
<td>Amount of Wire: $</td>
</tr>
<tr>
<td>Beneficiary Bank:</td>
<td>Account Number:</td>
</tr>
<tr>
<td>City and State:</td>
<td></td>
</tr>
</tbody>
</table>

Beneficiary Bank Transit (ABA) #: Beneficiary Bank Code (Swift, Sort, Chip, etc.): (For International Wire Only)

Intermediary Bank: Transit (ABA) #: For Further Credit to:

Special Instruction:  

By signing below, I (we) acknowledge and agree that my (our) funds transfer request shall be processed in accordance with and subject to the terms and conditions set forth in the agreements(s) covering funds transfer service(s), which agreements(s) were previously received and executed by me (us).

Authorized Signature: 2nd Signature (if required):  
Print Name/Title: Print Name/Title:  
Telephone #: Telephone #:
**EXHIBIT C**

**BORROWING BASE CERTIFICATE**

Borrower: FireEye, Inc.
Lender: Silicon Valley Bank

Commitment Amount: $10,000,000

<table>
<thead>
<tr>
<th>ACCOUNTS RECEIVABLE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Accounts Receivable ( invoiced) Book Value as of</td>
<td>$</td>
</tr>
<tr>
<td>2. Additions (Please explain on next page)</td>
<td>$</td>
</tr>
<tr>
<td>3. Less: Intercompany / Employee / Non-Trade Accounts</td>
<td>$</td>
</tr>
<tr>
<td>4. NET TRADE ACCOUNTS RECEIVABLE</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5. 90 Days Past Invoice Date</td>
<td>$</td>
</tr>
<tr>
<td>6. Credit Balances over 90 Days</td>
<td>$</td>
</tr>
<tr>
<td>7. Balance of 50% over 90 Day Accounts (Cross-Age or Current Affected)</td>
<td>$</td>
</tr>
<tr>
<td>8. Foreign Account Debtor Accounts</td>
<td>$</td>
</tr>
<tr>
<td>9. Foreign Invoiced and/or Collected Accounts</td>
<td>$</td>
</tr>
<tr>
<td>10. Contra / Customer Deposit Accounts</td>
<td>$</td>
</tr>
<tr>
<td>11. U.S. Government Accounts not assigned under Assignment of Claims Act</td>
<td>$</td>
</tr>
<tr>
<td>12. Promotion or Demo Accounts; Guaranteed Sale or Consignment Sale Accounts</td>
<td>$</td>
</tr>
<tr>
<td>13. Accounts with Memo or Pre-Billings</td>
<td>$</td>
</tr>
<tr>
<td>14. Contract Accounts; Accounts with Progress / Milestone Billings</td>
<td>$</td>
</tr>
<tr>
<td>15. Accounts for Retainage Billings</td>
<td>$</td>
</tr>
<tr>
<td>16. Trust / Bonded Accounts</td>
<td>$</td>
</tr>
<tr>
<td>17. Bill and Hold Accounts</td>
<td>$</td>
</tr>
<tr>
<td>18. Unbilled Accounts</td>
<td>$</td>
</tr>
<tr>
<td>19. Non-Trade Accounts (If not already deducted above)</td>
<td>$</td>
</tr>
<tr>
<td>20. Accounts with Extended Term Invoices (Net 90+)</td>
<td>$</td>
</tr>
<tr>
<td>21. Chargebacks Accounts / Debit Memos</td>
<td>$</td>
</tr>
<tr>
<td>22. Product Returns/Exchanges</td>
<td>$</td>
</tr>
<tr>
<td>23. Disputed Accounts; Insolvent Account Debtor Accounts</td>
<td>$</td>
</tr>
<tr>
<td>24. Deferred Revenue / Other (Please explain on next page)</td>
<td>$</td>
</tr>
<tr>
<td>25. Concentration Limits</td>
<td>$</td>
</tr>
<tr>
<td>26. TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS</td>
<td>$</td>
</tr>
<tr>
<td>27. Eligible Accounts (#4 minus #26)</td>
<td>$</td>
</tr>
<tr>
<td>28. ELIGIBLE AMOUNT OF ACCOUNTS (80% of #27)</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FOREIGN ACCOUNTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>29. Foreign Accounts Receivable ( invoiced and collected in US) otherwise eligible</td>
<td>$</td>
</tr>
<tr>
<td>30. Maximum Advances based on Eligible Foreign Accounts</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>31. ELIGIBLE AMOUNT OF FOREIGN ACCOUNTS (Lesser of (a) 70% of #29 or (b) #30 minus present balance owing in respect of Eligible Foreign Accounts)</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BALANCES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>32. Maximum Loan Amount</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>33. Total Funds Available (Lesser of (a) #28 plus #31 or (b) #32)</td>
<td>$</td>
</tr>
<tr>
<td>34. Present balance owing on Line of Credit</td>
<td>$</td>
</tr>
<tr>
<td>35. Outstanding under Sublimits (Letters of Credit, FX Reduction Amount and Cash Management Services)</td>
<td>$</td>
</tr>
<tr>
<td>36. RESERVE POSITION (#33 minus #34 and #35)</td>
<td>$</td>
</tr>
</tbody>
</table>

[Continued on following page.]
The undersigned represents and warrants that this is true, complete and correct, and that the information in this Borrowing Base Certificate complies with the representations and warranties in the Amended and Restated Loan and Security Agreement between the undersigned and Silicon Valley Bank.

COMMENTS:

By: ______________________
   Authorized Signer

Date: ______________________

BANK USE ONLY

Received by: ______________________
   AUTHORIZED SIGNER

Date: ______________________

Verified: ______________________
   AUTHORIZED SIGNER

Date: ______________________

Compliance Status: Yes   No
EXHIBIT D

COMPLIANCE CERTIFICATE

TO:  SILICON VALLEY BANK
FROM:  FIREEYE, INC.

The undersigned authorized officer of FireEye, Inc. (“Borrower”) certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the “Agreement”):

(1) Borrower is in complete compliance for the period ending ___________ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.9 of the Agreement; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under “Complies” column.

<table>
<thead>
<tr>
<th>Reporting Covenant</th>
<th>Required</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly financial statements with Compliance Certificate</td>
<td>Monthly within 30 days</td>
<td>Yes No</td>
</tr>
<tr>
<td>Bookings Report</td>
<td>Monthly within 30 days</td>
<td>Yes No</td>
</tr>
<tr>
<td>Annual financial statement (CPA Audited) + CC</td>
<td>FYE within 270 days (2011 audit by 12/31/11)</td>
<td>Yes No</td>
</tr>
<tr>
<td>10-Q, 10-K and 8-K</td>
<td>Within 5 days after filing with SEC</td>
<td>Yes No</td>
</tr>
<tr>
<td>Borrowing Base Certificate, A/R &amp; A/P Agings and Deferred Revenue Report</td>
<td>Semi-Monthly by 15th and last day of each month</td>
<td>Yes No</td>
</tr>
<tr>
<td>Annual Financial Projections</td>
<td>FYE within 90 days</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Covenant</th>
<th>Required</th>
<th>Actual</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Bookings (measured quarterly)</td>
<td>$________*</td>
<td>$______</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

* Period

<table>
<thead>
<tr>
<th>Period</th>
<th>Minimum Bookings Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-month period ending September 30, 2011</td>
<td>$9,600,000</td>
</tr>
<tr>
<td>6-month period ending December 31, 2011</td>
<td>$20,800,000</td>
</tr>
<tr>
<td>3-month period ending March 31, 2012</td>
<td>**</td>
</tr>
<tr>
<td>6-month period ending June 30, 2012</td>
<td>**</td>
</tr>
<tr>
<td>9-month period ending September 30, 2012</td>
<td>**</td>
</tr>
<tr>
<td>12-month period ending December 31, 2012, and each applicable period ending on each fiscal quarter thereafter</td>
<td>**</td>
</tr>
</tbody>
</table>
The minimum bookings requirement for each applicable cumulative period ending on the last day of each fiscal quarter shall be determined by Bank based on Borrower’s board-approved plan for such fiscal year delivered in accordance with Section 6.2, such covenant to be set in a manner (but not in amounts) consistent with the 2011 covenant.

The following are the exceptions with respect to the certification above: (If no exceptions exist, state “No exceptions to note.”)

**FireEye, Inc.**

By:  
Name:  
Title:  

**Bank Use Only**

Received by:  
Date:  

Verified:  
Date:  

Compliance Status:  Yes  No
BORROWING RESOLUTIONS

CORPORATE BORROWING CERTIFICATE

BORROWER: FireEye, Inc.

BANK: Silicon Valley Bank

DATE: ____________________________

I hereby certify as follows, as of the date set forth above:

1. I am the Secretary, Assistant Secretary or other officer of the Borrower. My title is as set forth below.

2. Borrower’s exact legal name is set forth above. Borrower is a corporation existing under the laws of Delaware.

3. Attached hereto is a true, correct and complete copy of Borrower’s Certificate of Incorporation (including amendments), as filed with the Secretary of State of the state in which Borrower is incorporated as set forth in paragraph 2 above. Such Certificate of Incorporation has not been amended, annulled, rescinded, revoked or supplemented, and remains in full force and effect as of the date hereof.

4. The following resolutions were duly and validly adopted by Borrower’s Board of Directors at a duly held meeting of such directors (or pursuant to a unanimous written consent or other authorized corporate action). Such resolutions are in full force and effect as of the date hereof and have not been in any way modified, repealed, rescinded, amended or revoked, and Bank may rely on them until Bank receives written notice of revocation from Borrower.

   RESOLVED, that any one of the following officers or employees of Borrower, whose names, titles and signatures are below, may act on behalf of Borrower:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   RESOLVED FURTHER, that any one of the persons designated above with a checked box beside his or her name may, from time to time, add or remove any individuals to and from the above list of persons authorized to act on behalf of Borrower.

   RESOLVED FURTHER, that such individuals may, on behalf of Borrower:

   - **Borrow Money.** Borrow money from Silicon Valley Bank (“Bank”).
   - **Execute Loan Documents.** Execute any loan documents Bank requires.
   - **Grant Security.** Grant Bank a security interest in any of Borrower’s assets.
   - **Negotiate Items.** Negotiate or discount all drafts, trade acceptances, promissory notes, or other indebtedness in which Borrower has an interest and receive cash or otherwise use the proceeds.
   - **Letters of Credit.** Apply for letters of credit from Bank.
Foreign Exchange Contracts. Execute spot or forward foreign exchange contracts.

Issue Warrants. Issue warrants for Borrower’s capital stock.

Further Acts. Designate other individuals to request advances, pay fees and costs and execute other documents or agreements (including documents or agreement that waive Borrower’s right to a jury trial) they believe to be necessary to effectuate such resolutions.

RESOLVED FURTHER, that all acts authorized by the above resolutions and any prior acts relating thereto are ratified.

5. The persons listed above are Borrower’s officers or employees with their titles and signatures shown next to their names.

By: ________________________________
Name: ______________________________
Title: ______________________________

*** If the Secretary, Assistant Secretary or other certifying officer executing above is designated by the resolutions set forth in paragraph 4 as one of the authorized signing officers, this Certificate must also be signed by a second authorized officer or director of Borrower.

I, the __________________________ of Borrower, hereby certify as to paragraphs 1 through 5 above, as of the date set forth above.

By: ________________________________
Name: ______________________________
Title: ______________________________
This First Amendment to Amended and Restated Loan and Security Agreement (this “Amendment”) is entered into this 27 day of March, 2012, by and between Silicon Valley Bank (“Bank”) and FireEye, Inc., a Delaware corporation (“Borrower”) whose address is 1390 McCarthy Blvd., Milpitas, California 95035.

RECITALS

A. Bank and Borrower have entered into that certain Amended and Restated Loan and Security Agreement dated as of August 26, 2011 (as the same may from time to time be amended, modified, supplemented or restated, the “Loan Agreement”).

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to (i) modify certain financial covenant levels, and (ii) make certain other revisions to the Loan Agreement as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Sections 2.1.2 (Letters of Credit Sublimit), 2.1.3 (Foreign Exchange Sublimit) and 2.1.4 (Cash Management Services Sublimit). Sections 2.1.2, 2.1.3 and 2.1.4 of the Loan Agreement are hereby amended by deleting them in their entirety and, in each case, inserting “[Reserved]” in lieu thereof.

2.2 Overadvances. Section 2.2 of the Loan Agreement is deleted in its entirety and replaced with:

2.2 Overadvances. If, at any time, the outstanding principal amount of any Advances exceeds the lesser of either the Revolving Line or the Borrowing Base, Borrower shall immediately pay to Bank in cash such excess.
2.3 Section 2.4(b) (Letter of Credit Fee). Section 2.4(b) of the Loan Agreement is hereby amended by deleting it in its entirety and inserting “[Reserved]” in lieu thereof.

2.4 Section 4.1 (Grant of Security Interest). Section 4.1 of the Loan Agreement is hereby amended by inserting the following at the end thereof:

Borrower acknowledges that it previously has entered, and/or may in the future enter, into Bank Services Agreements with Bank. Regardless of the terms of any Bank Services Agreement, Borrower agrees that any amounts Borrower owes Bank thereunder shall be deemed to be Obligations hereunder and that it is the intent of Borrower and Bank to have all such Obligations secured by the first priority perfected security interest in the Collateral granted herein (subject only to Permitted Liens that may have superior priority to Bank’s Lien in this Agreement).

If this Agreement is terminated, Bank’s Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations) are satisfied in full, and at such time, Bank shall, at Borrower’s sole cost and expense, terminate its security interest in the Collateral and all rights therein shall revert to Borrower. In the event (x) all Obligations (other than inchoate indemnity obligations), except for Bank Services, are satisfied in full, and (y) this Agreement is terminated, Bank shall terminate the security interest granted herein upon Borrower providing cash collateral acceptable to Bank in its good faith business judgment for Bank Services, if any. In the event such Bank Services consist of outstanding Letters of Credit, Borrower shall provide to Bank cash collateral in an amount equal to 105% for Letters of Credit denominated in U.S. Dollars and 110% for Letters of Credit denominated in a currency other than U.S. Dollars of the Dollar Equivalent of the face amount of all such Letters of Credit plus all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its good faith business judgment), to secure all of the Obligations relating to such Letters of Credit.

2.5 Section 4.2 (Priority of Security Interest). Section 4.2 of the Loan Agreement is hereby amended by deleting the second paragraph in its entirety.

2.6 Section 6.7 (Financial Covenants). Section 6.7 of the Loan Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

6.7 Financial Covenants. Borrower shall:

(a) Minimum Bookings. At all times in which any Obligations in respect of the Revolving Line remain outstanding or Bank has any obligation to lend under the Revolving Line, consummate new contracts having a year-to-date projected gross value, as determined by Bank, of not less than the following amounts for each of the following periods (as measured on the last day of the applicable fiscal quarter):

<table>
<thead>
<tr>
<th>Period</th>
<th>Minimum Bookings</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-month period ending September 30, 2011</td>
<td>$9,600,000</td>
</tr>
<tr>
<td>6-month period ending December 31, 2011</td>
<td>$20,800,000</td>
</tr>
<tr>
<td>3-month period ending March 31, 2012</td>
<td>$10,685,000</td>
</tr>
<tr>
<td>6-month period ending June 30, 2012</td>
<td>$34,000,000</td>
</tr>
<tr>
<td>9-month period ending September 30, 2012</td>
<td>$59,000,000</td>
</tr>
<tr>
<td>12-month period ending December 31, 2012</td>
<td>$96,000,000</td>
</tr>
<tr>
<td>Each applicable period ending on each fiscal quarter thereafter</td>
<td>*</td>
</tr>
</tbody>
</table>

* The minimum bookings requirement for each applicable cumulative period ending on the last day of each fiscal quarter shall be determined by Bank based on Borrower’s board-approved plan for such fiscal year delivered in accordance with Section 6.2, such covenant to be set in a manner (but not in amounts) consistent with the 2012 covenant.
Section 9.1 (Rights and Remedies). Section 9.1 of the Loan Agreement is hereby amended by deleting clause (d) contained therein and inserting the following in lieu thereof:

(d) terminate any FX Contracts;

Section 12.8 (Survival). Section 12.8 of the Loan Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

12.8 Survival. All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) have been paid in full and satisfied. Without limiting the foregoing, except as otherwise provided in Section 4.1, the grant of security interest by Borrower in Section 4.1 shall survive until the termination of all Bank Services Agreements. The obligation of Borrower in Section 12.2 to indemnify Bank shall survive until the statute of limitations with respect to such claim or cause of action shall have run.

Section 13 (Definitions). The following terms and their respective definitions are hereby added to Section 13.1 of the Loan Agreement in their proper alphabetical positions:

“Bank Services” are any products, credit services, and/or financial accommodations previously, now, or hereafter provided to Borrower or any of its Subsidiaries by Bank or any Bank Affiliate, including, without limitation, any letters of credit, cash management services (including, without limitation, merchant services, direct deposit of payroll, business credit cards, and check cashing services), interest rate swap arrangements, and foreign exchange services as any such products or services may be identified in Bank’s various agreements related thereto (each, a “Bank Services Agreement”).
“FX Contract” is any foreign exchange contract by and between Borrower and Bank under which Borrower commits to purchase from or sell to Bank a specific amount of Foreign Currency on a specified date.

2.10 Section 13 (Definitions). The following terms and their respective definitions set forth in Section 13.1 of the Loan Agreement are hereby deleted in their entirety: “Cash Management Services”, “FX Business Day”, “FX Forward Contract”, “FX Reduction Amount”, “FX Reserve”, “Letter of Credit Application”, “Letter of Credit Reserve”, and “Settlement Date.”

2.11 Section 13 (Definitions). The following terms and their respective definitions set forth in Section 13.1 of the Loan Agreement are amended in their entirety and replaced with the following:

“Availability Amount” is (a) the lesser of (i) the Revolving Line or (ii) the amount available under the Borrowing Base, minus (b) the outstanding principal balance of any Advances.

“Credit Extension” is any Advance, Growth Capital Advance, Existing Term Loan Advance, Existing Equipment Advance or any other extension of credit by Bank for Borrower’s benefit under this Agreement.

“Letter of Credit” is a standby or commercial letter of credit issued by Bank upon request of Borrower based upon an application, guarantee, indemnity, or similar agreement.

“Loan Documents” are, collectively, this Agreement, the Perfection Certificate, any Bank Services Agreement, any subordination agreement, any note, or notes or guaranties executed by Borrower and any other present or future agreement between Borrower and/or for the benefit of Bank, all as amended, restated, or otherwise modified.

“Obligations” are Borrower’s obligation to pay when due any debts, principal, interest, Bank Expenses, and other amounts Borrower owes Bank now or later, whether under this Agreement, the other Loan Documents (other than the Warrants), or otherwise, including, without limitation, any interest accruing after Insolvency Proceedings begin and debts, liabilities, or obligations of Borrower assigned to Bank, and the performance of Borrower’s duties under the Loan Documents (other than the Warrants).

2.12 Exhibit C (Borrowing Base Certificate) and Exhibit D (Compliance Certificate). Exhibit C and Exhibit D of the Loan Agreement are hereby amended by deleting them in their entirety and replacing them with Exhibit C and Exhibit D attached hereto, respectively.
3. Limitation of Amendments.

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower most recently delivered to Bank remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

4.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and
4.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors’ rights.

5. Integration. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

6. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

7. Effectiveness. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, and (b) payment of Bank’s legal fees and expenses in connection with the negotiation and preparation of this Amendment.

[Signature page follows.]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK

Silicon Valley Bank

By: /s/ Brian Fitzpatrick

Name: Brian Fitzpatrick

Title: Relationship Manager

BORROWER

FireEye, Inc.

By: /s/ Michael Sheridan

Name: Michael Sheridan

Title: CFO 3/27/2012
EXHIBIT C
BORROWING BASE CERTIFICATE

Borrower: FireEye, Inc.
Lender: Silicon Valley Bank
Commitment Amount: $10,000,000

ACCOUNTS RECEIVABLE
1. Accounts Receivable ( invoiced) Book Value as of __________________________ $ 
2. Additions ( Please explain on next page) $ 
3. Less: Intercompany / Employee / Non-Trade Accounts $ 
4. NET TRADE ACCOUNTS RECEIVABLE $ 

ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)
5. 90 Days Past Invoice Date $ 
6. Credit Balances over 90 Days $ 
7. Balance of 50% over 90 Day Accounts ( Cross-Age or Current Affected) $ 
8. Foreign Account Debtor Accounts $ 
9. Foreign Invoiced and/or Collected Accounts $ 
10. Contra / Customer Deposit Accounts $ 
11. U.S. Government Accounts not assigned under Assignment of Claims Act $ 
12. Promotion or Demo Accounts; Guaranteed Sale or Consignment Sale Accounts $ 
13. Accounts with Memo or Pre-Billings $ 
14. Contract Accounts; Accounts with Progress / Milestone Billings $ 
15. Accounts for Retainage Billings $ 
16. Trust / Bonded Accounts $ 
17. Bill and Hold Accounts $ 
18. Unbilled Accounts $ 
19. Non-Trade Accounts (If not already deducted above) $ 
20. Accounts with Extended Term Invoices (Net 90+) $ 
21. Chargebacks Accounts / Debit Memos $ 
22. Product Returns/Exchanges $ 
23. Disputed Accounts; Insolvent Account Debtor Accounts $ 
24. Deferred Revenue / Other ( Please explain on next page) $ 
25. Concentration Limits $ 
26. TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS $ 
27. Eligible Accounts (#4 minus #26) $ 
28. ELIGIBLE AMOUNT OF ACCOUNTS (80% of #27) $ 

FOREIGN ACCOUNTS
29. Foreign Accounts Receivable ( invoiced and collected in US) otherwise eligible $ 
30. Maximum Advances based on Eligible Foreign Accounts $2,000,000 
31. ELIGIBLE AMOUNT OF FOREIGN ACCOUNTS (Lesser of (a) 70% of #29 or (b) #30 minus present balance owing in respect of Eligible Foreign Accounts) $ 

BALANCES
32. Maximum Loan Amount $10,000,000 
33. Total Funds Available (Lesser of (a) #28 plus #31 or (b) #32) $ 
34. Present balance owing on Line of Credit $ 
35. RESERVE POSITION (#33 minus #34) $ 

[Continued on following page.]
The undersigned represents and warrants that this is true, complete and correct, and that the information in this Borrowing Base Certificate complies with the representations and warranties in the Amended and Restated Loan and Security Agreement between the undersigned and Silicon Valley Bank.

COMMENTS:

By: ________________
   Authorized Signer

Date: ________________

BANK USE ONLY

Received by: ________________
   AUTHORIZED SIGNER

Date: ________________

Verified: ________________
   AUTHORIZED SIGNER

Date: ________________

Compliance Status: Yes No
EXHIBIT D

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK
FROM: FIREEYE, INC.

Date: ____________________________

The undersigned authorized officer of FireEye, Inc. (“Borrower”) certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the “Agreement”):

(1) Borrower is in complete compliance for the period ending ______ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.9 of the Agreement; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under “Complies” column.

<table>
<thead>
<tr>
<th>Reporting Covenant</th>
<th>Required</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly financial statements with Compliance Certificate</td>
<td>Monthly within 30 days</td>
<td>Yes No</td>
</tr>
<tr>
<td>Bookings Report</td>
<td>Monthly within 30 days</td>
<td>Yes No</td>
</tr>
<tr>
<td>Annual financial statement (CPA Audited) + CC</td>
<td>FYE within 270 days (2011 audit by 12/31/11)</td>
<td>Yes No</td>
</tr>
<tr>
<td>10-Q, 10-K and 8-K</td>
<td>Within 5 days after filing with SEC</td>
<td>Yes No</td>
</tr>
<tr>
<td>Borrowing Base Certificate, A/R &amp; A/P Agings and Deferred Revenue Report</td>
<td>Semi-Monthly by 15th and last day of each month</td>
<td>Yes No</td>
</tr>
<tr>
<td>Annual Financial Projections</td>
<td>FYE within 90 days</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Covenant</th>
<th>Required</th>
<th>Actual</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Bookings (measured quarterly)</td>
<td>$________ *</td>
<td>$______</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

* Period

<table>
<thead>
<tr>
<th>Minimum Bookings Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-month period ending September 30, 2011</td>
</tr>
<tr>
<td>6-month period ending December 31, 2011</td>
</tr>
<tr>
<td>3-month period ending March 31, 2012</td>
</tr>
<tr>
<td>6-month period ending June 30, 2012</td>
</tr>
<tr>
<td>9-month period ending September 30, 2012</td>
</tr>
<tr>
<td>12-month period ending December 31, 2012</td>
</tr>
<tr>
<td>Each applicable period ending on each fiscal quarter thereafter</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Covenant</th>
<th>Required</th>
<th>Actual</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Bookings (measured quarterly)</td>
<td>$________ *</td>
<td>$______</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<tr>
<td>3-month period ending September 30, 2011</td>
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<tr>
<td>12-month period ending December 31, 2012</td>
</tr>
<tr>
<td>Each applicable period ending on each fiscal quarter thereafter</td>
</tr>
</tbody>
</table>
The minimum bookings requirement for each applicable cumulative period ending on the last day of each fiscal quarter shall be determined by Bank based on Borrower’s board-approved plan for such fiscal year delivered in accordance with Section 6.2, such covenant to be set in a manner (but not in amounts) consistent with the 2012 covenant.

The following are the exceptions with respect to the certification above: (If no exceptions exist, state “No exceptions to note.”)

FireEye, Inc.

By: ________________________________
Name: ______________________________
Title: ______________________________

BANK USE ONLY

Received by: ________________________________
Authorized Signer
Date: ________________________________

Verified: ________________________________
Authorized Signer
Date: ________________________________

Compliance Status: Yes No
SECOND AMENDMENT 
TO 
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT 

This Second Amendment to Amended and Restated Loan and Security Agreement (this “Amendment”) is entered into this 30th day of July, 2012, by and between Silicon Valley Bank (“Bank”) and FireEye, Inc., a Delaware corporation (“Borrower”) whose address is 1390 McCarthy Blvd., Milpitas, California 95035.

RECITALS

A. Bank and Borrower have entered into that certain Amended and Restated Loan and Security Agreement dated as of August 26, 2011, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated on or about April 5, 2012 (as the same may from time to time be further amended, modified, supplemented or restated, the “Loan Agreement”).

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to (i) increase the amount available to be borrowed under the Revolving Line, and (ii) make certain other revisions to the Loan Agreement as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

Now, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Sections 6.2(a), (b), (f) and (j) (Financial Statements, Reports, Certificates). Clauses (a), (b), (f) and (j) of Section 6.2 are hereby deleted in their entirety and replaced with following clauses, respectively:

(a) Borrowing Base Reports. Within fifteen (15) days after the last day of each month, (i) aged listings of accounts receivable and accounts payable (by invoice date) and (ii) a Deferred Revenue report certified by a Responsible Officer and in a form acceptable to Bank (collectively, the “Borrowing Base Reports”);
(b) **Borrowing Base Certificate.** Within fifteen (15) days after the last day of each month and together with the Borrowing Base Reports, a duly completed Borrowing Base Certificate signed by a Responsible Officer;

(f) **Annual Audited Financial Statements.** As soon as available, but no later than one hundred eighty (180) days after the last day of Borrower’s fiscal year, (i) audited consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm acceptable to Bank in its reasonable discretion, and (ii) a duly completed Compliance Certificate signed by a Responsible Officer; provided that the audit financial statements for fiscal year 2011 shall be due on or before September 30, 2012;

(j) **Financial Projections.** As soon as available, but not later than fifty (50) days after each fiscal year-end, board-approved annual financial projections covering Borrower’s quarterly projected balance sheets, income statements and cash flows for at least the following fiscal year, all in form and substance acceptable to Bank; and

2.2 **Section 8.2(a) (Covenant Default).** Section 8.2(a) is amended by adding “2.2, 2.6,” immediately prior to “6.2” contained therein.

2.3 **Section 13 (Definitions).** The following terms and their respective definitions set forth in Section 13.1 are amended in their entirety and replaced with:

   “**Borrowing Base**” is (a) 80% of Eligible Accounts plus (b) 80% of Eligible Foreign Accounts, all as determined by Bank from Borrower’s most recent Borrowing Base Certificate; provided, however, Advances in respect of Eligible Foreign Accounts shall not at any time exceed Five Million Dollars ($5,000,000) in the aggregate; provided further, that Bank may decrease the foregoing percentages in its good faith business judgment based on its field examinations of the Accounts and calculation of the related dilution, or based on events, conditions, contingencies, or risks which, as determined by Bank, may adversely affect Collateral.

   “**Revolving Line**” is an Advance or Advances in an aggregate amount of up to Fifteen Million Dollars ($15,000,000).

2.4 **Exhibit C (Borrowing Base Certificate) and Exhibit D (Compliance Certificate).** Exhibit C and Exhibit D of the Loan Agreement are hereby amended by deleting them in their entirety and replacing them with Exhibit C and Exhibit D attached hereto, respectively.

3. **Limitation of Amendments.**

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.
3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. **Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower most recently delivered to Bank remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

4.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and

4.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors’ rights.
5. **Integration.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

6. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

7. **Effectiveness.** This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, and (b) Borrower’s payment of Bank’s legal fees and expenses in connection with the negotiation and preparation of this Amendment.

[Signature page follows.]

4
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK

Silicon Valley Bank
By: /s/ Julia Bobrovich
Name: Julia Bobrovich
Title: Relationship Manager

BORROWER

FireEye, Inc.
By: /s/ Michael J. Sheridan
Name: Michael J. Sheridan
Title: CFO

[signature page of Second Amendment to Amended and Restated Loan and Security Agreement]
**EXHIBIT C**

**BORROWING BASE CERTIFICATE**

Borrower: FireEye, Inc.
Lender:  Silicon Valley Bank
Commitment Amount: $15,000,000

**ACCOUNTS RECEIVABLE**

1. Accounts Receivable (invoiced) Book Value as of _________________ $ 
2. Additions (Please explain on next page) $ 
3. Less: Intercompany / Employee / Non-Trade Accounts $ 
4. NET TRADE ACCOUNTS RECEIVABLE $ 

**ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)**

5. 90 Days Past Invoice Date $ 
6. Credit Balances over 90 Days $ 
7. Balance of 50% over 90 Day Accounts (Cross-Age or Current Affected) $ 
8. Foreign Account Debtor Accounts $ 
9. Foreign Invoiced and/or Collected Accounts $ 
10. Contra / Customer Deposit Accounts $ 
11. U.S. Government Accounts not assigned under Assignment of Claims Act $ 
12. Promotion or Demo Accounts; Guaranteed Sale or Consignment Sale Accounts $ 
13. Accounts with Memo or Pre-Billings $ 
14. Contract Accounts; Accounts with Progress / Milestone Billings $ 
15. Accounts for Retainage Billings $ 
16. Trust / Bonded Accounts $ 
17. Bill and Hold Accounts $ 
18. Unbilled Accounts $ 
19. Non-Trade Accounts (If not already deducted above) $ 
20. Accounts with Extended Term Invoices (Net 90+) $ 
21. Chargebacks Accounts / Debit Memos $ 
22. Product Returns/Exchanges $ 
23. Disputed Accounts; Insolvent Account Debtor Accounts $ 
24. Deferred Revenue / Other (Please explain on next page) $ 
25. Concentration Limits $ 
26. TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS $ 
27. Eligible Accounts (#4 minus #26) $ 
28. ELIGIBLE AMOUNT OF ACCOUNTS (80% of #27) $ 

**FOREIGN ACCOUNTS**

29. Foreign Accounts Receivable (invoiced and collected in US) otherwise eligible $ 
30. Maximum Advances based on Eligible Foreign Accounts $5,000,000 
31. ELIGIBLE AMOUNT OF FOREIGN ACCOUNTS (Lesser of (a) 80% of #29 or (b) #30 minus present balance owing in respect of Eligible Foreign Accounts) $ 

**BALANCES**

32. Maximum Loan Amount $15,000,000 
33. Total Funds Available (Lesser of (a) #28 plus #31 or (b) #32) $ 
34. Present balance owing on Line of Credit $ 
35. RESERVE POSITION (#33 minus #34) $ 

[Continued on following page.]
The undersigned represents and warrants that this is true, complete and correct, and that the information in this Borrowing Base Certificate complies with the representations and warranties in the Amended and Restated Loan and Security Agreement, as amended, between the undersigned and Silicon Valley Bank.

COMMENTS:

By: ____________________________
    Authorized Signer

Date: ____________________________

BANK USE ONLY

Received by: ____________________
    AUTHORIZED SIGNER

Date: ____________________________

Verified: ________________________
    AUTHORIZED SIGNER

Date: ____________________________

Compliance Status: Yes   No
EXHIBIT D

COMPLIANCE CERTIFICATE

TO:    SILICON VALLEY BANK
FROM:  FIREEYE, INC.

The undersigned authorized officer of FireEye, Inc. ("Borrower") certifies that under the terms and conditions of the Amended and Restated Loan and Security Agreement between Borrower and Bank (the "Agreement"):

1. Borrower is in complete compliance for the period ending ___________ with all required covenants except as noted below;
2. there are no Events of Default;
3. all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date;
4. Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.9 of the Agreement; and
5. no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under “Complies” column.

<table>
<thead>
<tr>
<th>Reporting Covenant</th>
<th>Required</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly financial statements with Compliance Certificate</td>
<td>Monthly within 30 days</td>
<td>Yes</td>
</tr>
<tr>
<td>Bookings Report</td>
<td>Monthly within 30 days</td>
<td>Yes</td>
</tr>
<tr>
<td>Annual financial statement (CPA Audited) with Compliance Certificate</td>
<td>FYE within 180 days</td>
<td>Yes</td>
</tr>
<tr>
<td>10-Q, 10-K and 8-K</td>
<td>Within 5 days after filing with SEC</td>
<td>Yes</td>
</tr>
<tr>
<td>Borrowing Base Certificate, A/R &amp; A/P Agings and Deferred Revenue Report</td>
<td>Monthly within 15 days</td>
<td>Yes</td>
</tr>
<tr>
<td>Annual Financial Projections</td>
<td>FYE within 50 days</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Covenant</th>
<th>Required</th>
<th>Actual</th>
<th>Complies</th>
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</thead>
<tbody>
<tr>
<td>Maintain: Minimum Bookings (measured quarterly)</td>
<td>$_______ *</td>
<td>$_______</td>
<td>Yes</td>
</tr>
<tr>
<td>Period</td>
<td>Minimum Bookings Requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-month period ending September 30, 2011</td>
<td>$9,600,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-month period ending December 31, 2011</td>
<td>$20,800,000</td>
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<td></td>
</tr>
<tr>
<td>3-month period ending March 31, 2012</td>
<td>$10,685,000</td>
<td></td>
<td></td>
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<tr>
<td>6-month period ending June 30, 2012</td>
<td>$34,000,000</td>
<td></td>
<td></td>
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<tr>
<td>9-month period ending September 30, 2012</td>
<td>$59,000,000</td>
<td></td>
<td></td>
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<tr>
<td>12-month period ending December 31, 2012</td>
<td>$96,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each applicable period ending on each fiscal quarter thereafter</td>
<td>**</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** The minimum bookings requirement for each applicable cumulative period ending on the last day of each fiscal quarter shall be determined by Bank based on Borrower’s board-approved plan for such fiscal year delivered in accordance with Section 6.2, such covenant to be set in a manner (but not in amounts) consistent with the 2012 covenant.

The following are the exceptions with respect to the certification above: (If no exceptions exist, state “No exceptions to note.”)

---

FireEye, Inc.

By: ____________________________
Name: __________________________
Title: __________________________

---

BANK USE ONLY

Received by: ____________________________
Authorized Signer
Date: ____________________________

Verified: ____________________________
Authorized Signer
Date: ____________________________

Compliance Status: Yes No
THIRD AMENDMENT
TO
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This Third Amendment to Amended and Restated Loan and Security Agreement (this “Amendment”) is entered into as of December 26, 2012, by and between Silicon Valley Bank (“Bank”) and FireEye, Inc., a Delaware corporation (“Borrower”) whose address is 1390 McCarthy Blvd., Milpitas, California 95035.

RECITALS

A. Bank and Borrower have entered into that certain Amended and Restated Loan and Security Agreement dated as of August 26, 2011, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated on or about April 5, 2012, and that certain Second Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated as of July 30, 2012 (as the same may from time to time be further amended, modified, supplemented or restated, the “Loan Agreement”).

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to (i) provide Borrower with a new equipment loan facility, and (ii) make certain other revisions to the Loan Agreement as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

Now, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement

2.1 Section 2.1.2 (Equipment Loan). Section 2.1.2 of the Loan Agreement is amended in its entirety and replaced with the following:

2.1.2 Supplemental Equipment Loan.

(a) Availability. Subject to the terms and conditions of this Agreement, during the Draw Period, Bank shall make advances (each, an “Supplemental Equipment Advance” and, collectively, “Supplemental Equipment Advances”) not
excluding the Supplemental Equipment Line. Supplemental Equipment Advances may only be used to finance Eligible Equipment purchased within one hundred twenty (120) days (determined based upon the applicable invoice date of such Eligible Equipment) before the date of each Supplemental Equipment Advance. No Supplemental Equipment Advance may exceed one hundred percent (100%) of the total invoice for Eligible Equipment (excluding taxes, shipping, warranty charges, freight discounts and installation expenses relating to such Eligible Equipment except to the extent such are allowed to be financed pursuant hereto as Other Equipment). Unless otherwise agreed to by Bank, not more than twenty-five percent (25.0%) of the proceeds of the Supplemental Equipment Line shall be used to finance Other Equipment. Each Supplemental Equipment Advance must be in an amount equal to the lesser of Five Hundred Thousand Dollars ($500,000) or the amount that has not yet been drawn under the Supplemental Equipment Line. After repayment, no Supplemental Equipment Advance may be reborrowed.

(b) Repayment of Supplemental Equipment Advances.

(i) Interest-Only Payments. For each Supplemental Equipment Advance, Borrower shall make monthly payments of interest-only commencing on the first (1st) Business Day of the first (1st) month following the month in which the Funding Date occurs with respect to such Supplemental Equipment Advance and continuing thereafter during the Interest-Only Period, on the first (1st) Business Day of each successive month.

(ii) Principal and Interest Payments. For each Supplemental Equipment Advance outstanding as of the last day of the Interest-Only Period, Borrower shall make thirty-six (36) consecutive equal monthly payments of principal and accrued but unpaid interest commencing on the first (1st) Business Day of the first (1st) month after the Interest-Only Period (the “Conversion Date”), in amounts that would fully amortize the applicable Supplemental Equipment Advance, as of the Conversion Date, over the Supplemental Equipment Repayment Period. The Final Payment and all unpaid principal and accrued and unpaid interest on each Supplemental Equipment Advance is due and payable in full on the Supplemental Equipment Maturity Date.

(c) Prepayment of Supplemental Equipment Advances Upon an Event of Loss. Borrower shall bear the risk of any loss, theft, destruction, or damage of or to the Financed Equipment. If, during the term of this Agreement, any item of Financed Equipment financed by a Supplemental Equipment Advance becomes obsolete or is lost, stolen, destroyed, damaged beyond repair, rendered permanently unfit for use, or seized by a governmental authority for any reason for a period ending beyond the Supplemental Equipment Maturity Date with respect to such Financed Equipment (a “Supplemental Event of Loss”), then, within ten (10) days following such Supplemental Event of Loss, Borrower shall (i) pay to Bank on account of the Obligations all accrued interest to the date of the prepayment, plus all outstanding principal owing with respect to the Financed Equipment subject to the Supplemental Event of Loss; or (ii) if no Event of Default has occurred and is continuing, at Borrower’s option, repair or replace any Financed Equipment subject to a Supplemental Event of Loss provided the repaired or replaced...
Financed Equipment is of equal or like value to the Financed Equipment subject to a Supplemental Event of Loss and provided further that Bank has a first priority perfected security interest in such repaired or replaced Financed Equipment. Any partial prepayment of a Supplemental Equipment Advance paid by Borrower on account of a Supplemental Event of Loss shall be applied to prepay amounts owing for such Supplemental Equipment Advance in inverse order of maturity.

(d) **Voluntary Prepayment.** Borrower shall have the option to prepay all Supplemental Equipment Advances in full, provided Borrower (i) shall provide written notice to Bank of its election to prepay the Supplemental Equipment Advances at least thirty (30) days prior to such prepayment and (ii) pays, on the date of such prepayment, (a) all outstanding principal and accrued but unpaid interest, plus (b) the Final Payment, plus (c) all other sums, including Bank Expenses, if any, that shall have become due and payable.

(e) **Mandatory Prepayment Upon an Acceleration.** If the Supplemental Equipment Advances are accelerated following the occurrence of an Event of Default, Borrower shall immediately pay to Bank an amount equal to the sum of (i) all outstanding principal and accrued but unpaid interest, plus (ii) the Final Payment, plus (iii) all other sums, including Bank Expenses, if any, that shall have become due and payable.

2.2 **Section 2.3 (Payment of Interest on the Credit Extensions).** A new Section 2.3(a)(v) is added to the Loan Agreement as follows:

(v) **Supplemental Equipment Advances.** Subject to Section 2.3(b), the outstanding principal amount of the Supplemental Equipment Advances shall accrue interest at a fixed per annum rate equal to five and one-half percent (5.50%), which shall be payable monthly.

2.3 **Section 3.5 (Procedures for Borrowing a Supplemental Equipment Advance).** A new Section 3.5 is added to the Loan Agreement as follows:

3.5 **Procedures for Borrowing a Supplemental Equipment Advance.** Subject to the prior satisfaction of all other applicable conditions to the making of a Supplemental Equipment Advance set forth in this Agreement, to obtain a Supplemental Equipment Advance, Borrower must notify Bank (which notice shall be irrevocable) by electronic mail or facsimile no later than 12:00 p.m. Pacific time one (1) Business Day before the proposed Funding Date. The notice shall be a Payment/Advance Form, must be signed by a Responsible Officer or designee, and shall include a copy of the invoice for the Equipment being financed. If Borrower satisfies the conditions of each Supplemental Equipment Advance, Bank shall disburse such Supplemental Equipment Advance by transfer to the Designated Deposit Account.

2.4 **Section 5.10 (Use of Proceeds).** Section 5.10 of the Loan Agreement is amended in its entirety and replaced with the following:

5.10 **Use of Proceeds.** Borrower shall use the proceeds of the Credit Extensions solely as working capital, to fund its general business requirements and to purchase Eligible Equipment, and not for personal, family, household or agricultural purposes.
2.5 Section 6.7 (Financial Covenants). Section 6.7 of the Loan Agreement is amended in its entirety and replaced with the following:

6.7 Financial Covenants. Borrower shall:

(a) Minimum Bookings. At all times in which any Obligations in respect of the Revolving Line or Supplemental Equipment Line remain outstanding or Bank has any obligation to lend under the Revolving Line or Supplemental Equipment Line, consummate new contracts having a year-to-date projected gross value, as determined by Bank, of not less than the following amounts for each of the following periods (as measured on the last day of the applicable fiscal quarter):

<table>
<thead>
<tr>
<th>Period</th>
<th>Minimum Bookings*</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-month period ending December 31, 2012</td>
<td>$96,000,000</td>
</tr>
<tr>
<td>3-month period ending March 31, 2013</td>
<td>$22,000,000</td>
</tr>
<tr>
<td>6-month period ending June 30, 2013</td>
<td>$63,000,000</td>
</tr>
<tr>
<td>9-month period ending September 30, 2013</td>
<td>$117,000,000</td>
</tr>
<tr>
<td>12-month period ending December 31, 2013</td>
<td>$200,000,000</td>
</tr>
<tr>
<td>Each applicable period ending on each fiscal quarter thereafter</td>
<td>*</td>
</tr>
</tbody>
</table>

* The minimum bookings requirement for each applicable cumulative period ending on the last day of each fiscal quarter shall be determined by Bank based on Borrower’s board-approved plan for such fiscal year delivered in accordance with Section 6.2, such covenant to be set in a manner (but not in amounts) consistent with the 2012 covenant.

2.6 Section 7.1 (Dispositions). Section 7.1(b) of the Loan Agreement is amended in its entirety and replaced with the following:

(b) of worn-out or obsolete Equipment that does not constitute Financed Equipment;

2.7 Section 13 (Definitions). The following terms and their respective definitions set forth in Section 13.1 of the Loan Agreement are amended in their entirety and replaced with the following:

“Borrowing Base” is (a) 80% of Eligible Accounts plus (b) 80% of Eligible Foreign Accounts, all as determined by Bank from Borrower’s most recent Borrowing Base Certificate; provided, however, Advances in respect of Eligible Foreign Accounts
shall not at any time exceed Seven Million Five Hundred Thousand Dollars ($7,500,000) in the aggregate; provided further,
that Bank may decrease the foregoing percentages in its good faith business judgment based on its field examinations of the
Accounts and calculation of the related dilution, or based on events, conditions, contingencies, or risks which, as determined
by Bank, may adversely affect Collateral.

“Credit Extension” is any Advance, Growth Capital Advance, Existing Term Loan Advance, Existing Equipment
Advance, Supplemental Equipment Advance or any other extension of credit by Bank for Borrower’s benefit under this
Agreement.

“Financed Equipment” is all present and future Eligible Equipment in which Borrower has any interest which is
financed by an Existing Equipment Advance or a Supplemental Equipment Advance,

“Revolving Line” is an Advance or Advances in an aggregate amount of up to Twenty-Five Million Dollars
($25,000,000).

“Revolving Line Maturity Date” is December 31, 2014.

2.8 Section 13 (Definitions). The following terms and their respective definitions are added to Section 13.1
of the Loan Agreement, in appropriate alphabetical order, as follows:

“Conversion Date” is defined in Section 2.1.2(b).

“Draw Period” is the period commencing on the date of the Third Amendment and continuing through
September 30, 2013.

“Final Payment” is a payment (in addition to and not a substitution for the regular monthly payments of principal
plus accrued interest) due in accordance with Section 2.1.2 above, equal to the original principal amount of the applicable
Supplemental Equipment Advance multiplied by the Final Payment Percentage.

“Final Payment Percentage” is one and one-half percent (1.50%).

“Interest-Only Period” is, with respect to each Supplemental Equipment Advance, the period commencing on the
first (1st) Business Day following the Funding Date of such Supplemental Equipment Advance and continuing through
September 30, 2013.

“Supplemental Equipment Advance” is defined in Section 2.1.2(a).

“Supplemental Equipment Line” is an aggregate principal amount equal to Fifteen Million Dollars ($15,000,000).

“Supplemental Equipment Maturity Date” is September 1, 2016.
“Supplemental Equipment Repayment Period” is a period of time equal to thirty-five (35) consecutive months commencing on the Conversion Date.

“Supplemental Event of Loss” is defined in Section 2.1.2(c).

“Third Amendment” is that certain Third Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated as of December 26, 2012.

2.9 Exhibit C (Borrowing Base Certificate) and Exhibit D (Compliance Certificate). Exhibit C and Exhibit D of the Loan Agreement are hereby amended by deleting them in their entirety and replacing them with Exhibit C and Exhibit D attached hereto, respectively.

3. Limitation of Amendments.

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower most recently delivered to Bank remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;
4.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and

4.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors’ rights,

5. Integration. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

6. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

7. Effectiveness. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, (b) Borrower’s payment of a facility fee in an amount equal to Twenty Thousand Dollars ($20,000), and (c) payment of Bank’s legal fees and expenses in connection with the negotiation and preparation of this Amendment.

[Signature page follows.]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

**BANK**

Silicon Valley Bank

By: /s/ Brian Fitzpatrick  
Name: Brian Fitzpatrick  
Title: Relationship Manager

**BORROWER**

FireEye, Inc.

By: /s/ Michael J. Sheridan  
Name: Michael J. Sheridan  
Title: CFO
Borrower: FireEye, Inc.
Lender: Silicon Valley Bank
Commitment Amount: $25,000,000

**ACCOUNTS RECEIVABLE**
1. Accounts Receivable (invoiced) Book Value as of
2. Additions (Please explain on next page)
3. Less: Intercompany / Employee / Non-Trade Accounts
4. NET TRADE ACCOUNTS RECEIVABLE

<p>| | |</p>
<table>
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<tr>
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**ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)**
5. 90 Days Past Invoice Date
6. Credit Balances over 90 Days
7. Balance of 50% over 90 Day Accounts (Cross-Age or Current Affected)
8. Foreign Account Debtor Accounts
9. Foreign Invoiced and/or Collected Accounts
10. Contra / Customer Deposit Accounts
11. U.S. Government Accounts not assigned under Assignment of Claims Act
12. Promotion or Demo Accounts; Guaranteed Sale or Consignment Sale Accounts
13. Accounts with Memo or Pre-Billings
14. Contract Accounts; Accounts with Progress / Milestone Billings
15. Accounts for Retainage Billings
16. Trust / Bonded Accounts
17. Bill and Hold Accounts
18. Unbilled Accounts
19. Non-Trade Accounts (If not already deducted above)
20. Accounts with Extended Term Invoices (Net 90+)
21. Chargebacks Accounts / Debit Memos
22. Product Returns/Exchanges
23. Disputed Accounts; Insolvent Account Debtor Accounts
24. Deferred Revenue / Other (Please explain on next page)
25. Concentration Limits
26. TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS
27. Eligible Accounts (#4 minus #26)
28. ELIGIBLE AMOUNT OF ACCOUNTS (80% of #27)

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</tbody>
</table>

**FOREIGN ACCOUNTS**
29. Foreign Accounts Receivable (invoiced and collected in US) otherwise eligible
30. Maximum Advances based on Eligible Foreign Accounts
31. ELIGIBLE AMOUNT OF FOREIGN ACCOUNTS (Lesser of (a) 80% of #29 or (b) #30 minus present balance owing in respect of Eligible Foreign Accounts)

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<td>29</td>
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<tr>
<td>30</td>
<td>$7,500,000</td>
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<tr>
<td>31</td>
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**BALANCES**
32. Maximum Loan Amount
33. Total Funds Available (Lesser of (a) #28 plus #31 or (b) #32)
34. Present balance owing on Line of Credit
35. RESERVE POSITION (#33 minus #34)

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<tr>
<td>32</td>
<td>$25,000,000</td>
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<td>34</td>
<td>$</td>
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<td>35</td>
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[Continued on following page.]
The undersigned represents and warrants that this is true, complete and correct, and that the information in this Borrowing Base Certificate complies with the representations and warranties in the Amended and Restated Loan and Security Agreement, as amended, between the undersigned and Silicon Valley Bank.

COMMENTS:

By: __________________________________________
    Authorized Signer

Date: ________________________________

BANK USE ONLY

Received by: ________________________________
    AUTHORIZED SIGNER

Date: ________________________________

Verified: ________________________________
    AUTHORIZED SIGNER

Date: ________________________________

Compliance Status:  Yes  No
EXHIBIT D

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK

FROM: FIREEYE, INC.

Date: ___________

The undersigned authorized officer of FireEye, Inc. ("Borrower") certifies that under the terms and conditions of the Amended and Restated Loan and Security Agreement between Borrower and Bank (the "Agreement");

(1) Borrower is in complete compliance for the period ending ___________ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.9 of the Agreement; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status bycircling Yes/No under “Complies” column.

<table>
<thead>
<tr>
<th>Reporting Covenant</th>
<th>Required</th>
<th>Complies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly financial statements with Compliance Certificate</td>
<td>Monthly within 30 days</td>
<td>Yes No</td>
</tr>
<tr>
<td>Bookings Report</td>
<td>Monthly within 30 days</td>
<td>Yes No</td>
</tr>
<tr>
<td>Annual financial statement (CPA Audited) with Compliance Certificate</td>
<td>FYE within 180 days</td>
<td>Yes No</td>
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<tr>
<td>10-Q, 10-K and 8-K</td>
<td>Within 5 days after filing with SEC</td>
<td>Yes No</td>
</tr>
<tr>
<td>Borrowing Base Certificate, A/R &amp; A/P Agings and Deferred Revenue Report</td>
<td>Monthly within 15 days</td>
<td>Yes No</td>
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<tr>
<td>Annual Financial Projections</td>
<td>FYE within 50 days</td>
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<th>Financial Covenant</th>
<th>Required</th>
<th>Actual</th>
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<tr>
<td>Maintain: Minimum Bookings (measured quarterly)</td>
<td>$________*</td>
<td>$______</td>
<td>Yes No</td>
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* Period

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<th>Minimum Bookings Requirement**</th>
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<tr>
<td>12-month period ending December 31, 2012</td>
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<tr>
<td>3-month period ending March 31, 2013</td>
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<tr>
<td>6-month period ending June 30, 2013</td>
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<td>9-month period ending September 30, 2013</td>
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<tr>
<td>12-month period ending December 31, 2013</td>
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<tr>
<td>Each applicable period ending on each fiscal quarter thereafter</td>
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The minimum bookings requirement for each applicable cumulative period ending on the last day of each fiscal quarter shall be determined by Bank based on Borrower’s board-approved plan for such fiscal year delivered in accordance with Section 6.2, such covenant to be set in a manner (but not in amounts) consistent with the 2012 covenant.

The following are the exceptions with respect to the certification above: (If no exceptions exist, state “No exceptions to note.”)
DEFAULT WAIVER AND FOURTH AMENDMENT
TO
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This Fourth Amendment to Amended and Restated Loan and Security Agreement (this “Amendment”) is entered into as of January 7, 2013, to be effective as of December 30, 2012, by and between Silicon Valley Bank (“Bank”) and FireEye, Inc., a Delaware corporation (“Borrower”) whose address is 1390 McCarthy Blvd., Milpitas, California 95035.

RECITALS

A. Bank and Borrower have entered into that certain Amended and Restated Loan and Security Agreement dated as of August 26, 2011, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated on or about April 5, 2012, that certain Second Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated as of July 30, 2012, and that certain Third Amendment to Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated as of December 26, 2012 (as the same may from time to time be further amended, modified, supplemented or restated, the “Loan Agreement”). Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

B. Borrower is currently in default of the Loan Agreement for failing to comply with the covenant set forth in Section 6.11 of the Loan Agreement as a result of Borrower’s formation of FireEye International, Inc., a Delaware corporation and a wholly-owned Subsidiary of Borrower (“FireEye International”), without making FireEye International a co-Borrower under the Loan Documents (the “Existing Default”).

C. Borrower has requested that Bank waive its rights and remedies against Borrower, limited specifically to the Existing Default. Although Bank is under no obligation to do so, Bank is willing to not exercise its rights and remedies against Borrower related to the specific Existing Default on the terms and conditions set forth in this Amendment, so long as Borrower complies with the terms, covenants and conditions set forth in this Amendment.

D. As consideration for Bank’s consent to Borrower’s acquisition of Ensighta Security, Inc., a Delaware corporation, and the subsequent merger of such corporation with and into Redwood Acquisition LLC (subsequently renamed Ensighta Security LLC), a Delaware limited liability company and a wholly-owned Subsidiary of Borrower (“Ensighta”), as set forth in that certain Consent Agreement by and between Bank and Borrower dated as of December 20, 2012, Bank has required that Ensighta and FireEye International execute a joinder to become co-Borrowers under the Loan Agreement and that the Loan Agreement be amended to reflect the addition of Ensighta and FireEye International as co-Borrowers thereunder.

E. In consideration of the foregoing, Bank and Borrower have agreed to amend certain provisions of the Loan Agreement as more fully set forth herein, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.
AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Waiver of Covenant Default.

Bank hereby waives Borrower’s Existing Default under the Loan Agreement. Bank’s waiver of Borrower’s compliance of this covenant shall apply only to the foregoing period. Accordingly, hereinafter, Borrower shall be in compliance with this covenant.

Bank’s agreement to waive the above-described default (1) in no way shall be deemed an agreement by the Bank to waive Borrower’s compliance with the above-described covenant as of all other dates and (2) shall not limit or impair the Bank’s right to demand strict performance of this covenant as of all other dates and (3) shall not limit or impair the Bank’s right to demand strict performance of all other covenants as of any date.

3. Amendments to Loan Agreement.

3.1 Section 7.2 (Changes in Business, Management, Ownership, or Business Locations). Section 7.2(c) is amended by deleting the word “or” from the end of clause (i) and deleting clause (ii) in its entirety and replacing it with the following:

(ii) enter into any transaction or series of related transactions in which the stockholders of Parent who were not stockholders immediately prior to the first such transaction own more than 40% of the voting stock of Parent immediately after giving effect to such transaction or related series of such transactions (other than by the sale of Parent’s equity securities in a public offering or to venture capital investors so long as Parent identifies to Bank the venture capital investors prior to the closing of the transaction and provides to Bank within five (5) Business Days following such closing, a description of the material terms of the transaction); (iii) permit Ensighta to cease being a wholly-owned Subsidiary of Parent; or (iv) permit FireEye International to cease being a wholly-owned Subsidiary of Parent.

3.2 Section 12.17 (Borrower Liability). A new Section 12.17 is added to the Loan Agreement as follows:

12.17 Borrower Liability. Any Borrower may, acting singly, request Credit Extensions hereunder. Each Borrower hereby appoints each other as agent for the other for all purposes hereunder, including with respect to requesting Credit Extensions hereunder. Each Borrower hereunder shall be jointly and severally obligated to repay all Credit Extensions made hereunder, regardless of which Borrower actually receives said Credit Extension, as if each Borrower hereunder directly received all Credit Extensions. Each Borrower waives (a) any suretyship defenses available to it under the Code or any other applicable law, including, without limitation, the benefit of California Civil Code...
Section 2815 permitting revocation as to future transactions and the benefit of California Civil Code Sections 1432, 2809, 2810, 2819, 2839, 2845, 2847, 2848, 2849, 2850, and 2899 and 3433, and (b) any right to require Bank to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Bank may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower’s liability. Notwithstanding any other provision of this Agreement or other related document, each Borrower irrevocably waives all rights that it may have at law or in equity (including, without limitation, any law subrogating Borrower to the rights of Bank under this Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this Section shall be null and void. If any payment is made to a Borrower in contravention of this Section, such Borrower shall hold such payment in trust for Bank and such payment shall be promptly delivered to Bank for application to the Obligations, whether matured or unmatured.

3.3 Section 13 (Definitions). The following terms and their respective definitions are added to Section 13.1, in appropriate alphabetical order, as follows:

“Ensighta” is Ensighta Security LLC, a Delaware limited liability company and a wholly-owned Subsidiary of Parent.

“FireEye International” is FireEye International, Inc., a Delaware corporation and a wholly-owned Subsidiary of Parent.

“Parent” is FireEye, Inc., a Delaware corporation.

4. Limitation of Amendments.

4.1 The amendments set forth in Section 3, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

4.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.
5. **Representations and Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

5.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date, and except as noted in the Perfection Certificate of Borrower with respect to litigation and subsidiaries), and (b) no Event of Default, other than the Existing Default, has occurred and is continuing;

5.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

5.3 The organizational documents of Borrower most recently delivered to Bank remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

5.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

5.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

5.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and

5.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors’ rights.

6. **Integration.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.
7. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

8. **Effectiveness.** This Amendment shall be deemed effective as of December 30, 2012, upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, (b) the due execution and delivery by Ensighta and FireEye International of (i) a joinder to the Loan Agreement in substantially the form attached hereto as Exhibit A and (ii) all other documentation in form and substance satisfactory to Bank which in its opinion is appropriate to make Ensighta and FireEye International co-Borrowers under the Loan Agreement (including being sufficient to grant Bank a first priority Lien (subject to Permitted Liens) in and to the assets of Ensighta and FireEye Internationala), and (c) payment of Bank’s legal fees and expenses in connection with the negotiation and preparation of this Amendment.

[Signature page follows.]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK

Silicon Valley Bank

By: /s/ Brian Fitzpatrick
Name: Brian Fitzpatrick
Title: Relationship Manager

BORROWER

FireEye, Inc.

By: /s/ Michael J. Sheridan
Name: Michael J. Sheridan
Title: CFO
EXHIBIT A

ADDITIONAL BORROWER JOINDER SUPPLEMENT
This Additional Borrower Joinder Supplement (this “Agreement”) is made as of January 7, 2013, to be effective as of December 30, 2012, by and among FIREEYE, INC., a Delaware corporation (the “Company”), ENSIGHTA SECURITY LLC (f/k/a REDWOOD ACQUISITION LLC), a Delaware limited liability company (“Ensighta”), FIREEYE INTERNATIONAL, INC., a Delaware corporation (“International” and together with Ensighta, individually and collectively, jointly and severally, the “Additional Borrower”), and SILICON VALLEY BANK, a California chartered bank (the “Bank”).

NOW, THEREFORE, for value received the undersigned agree as follows:

1. Reference is hereby made to the Amended and Restated Loan and Security Agreement dated as of August 26, 2011 (as amended, modified, restated, substituted, extended and renewed at any time and from time to time, the “Loan Agreement”) by and between the Company and the Bank. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in the Loan Agreement.

2. (a) The Additional Borrower and the Company hereby acknowledge, confirm and agree that on and as of the date of this Agreement the Additional Borrower has become a “Borrower” (as that term is defined in the Loan Agreement), and, along with the Company, is included in the definition of “Borrower” under the Loan Agreement and the other Loan Documents for all purposes thereof, and as such shall be jointly and severally liable, as provided in the Loan Documents, for all Obligations thereunder (whether incurred or arising prior to, on, or subsequent to the date hereof) and otherwise bound by all of the terms, provisions and conditions thereof.

   (b) Without in any way implying any limitation on any of the provisions of this Agreement, the Loan Agreement, or any of the other Loan Documents, the Additional Borrower hereby assigns, pledges and grants to the Bank as security for the Obligations, and agrees that the Bank shall have a perfected and continuing security interest in, and Lien on, (i) all of the Borrower’s Collateral, whether now owned or existing or hereafter acquired or arising, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account or chattel paper. The Additional Borrower further agrees that the Bank shall have in respect thereof all of the rights and remedies of a secured party under the Code as well as those provided in this Agreement, under each of the other Loan Documents and under applicable laws.

   (c) Without in any way implying any limitation on any of the provisions of this Agreement, the Additional Borrower agrees to execute such financing statements, instruments, and other documents as the Bank may require.

   (d) Without in any way implying any limitation on any of the provisions of this Agreement, the Additional Borrower hereby represents and warrants that, except as noted in the Perfection Certificate of the Company with respect to litigation and subsidiaries, all of the representations and warranties contained in the Loan Documents are true and correct on and as of the date hereof as if made on and as of such date, both before and after giving effect to this Agreement, and that no Event of Default or Default has occurred and is continuing or exists or would occur or exist after giving effect to this Agreement.
3. Each Person included in the term “Borrower” hereby covenants and agrees with the Bank as follows:

   (a) The Obligations include all present and future indebtedness, duties, obligations, and liabilities, whether now existing or contemplated or hereafter arising, of any one or more of the Additional Borrower or the Company.

   (b) Reference in this Agreement to the Loan Agreement and the other Loan Documents to the “Borrower” or otherwise with respect to any one or more of the Persons now or hereafter included in the definition of “Borrower” shall mean each and every such Person and any one or more of such Persons, jointly and severally, unless the context requires otherwise (by way of example, and not limitation, if only one such Person is the owner of the real property which is the subject of a mortgage or if only one such Person files reports with the Securities and Exchange Commission).

   (c) Each Person included in the term “Borrower” in the discretion of its respective management is to agree among themselves as to the allocation of the benefits of Letters of Credit and the proceeds of Credit Extensions, provided, however, that each such Person be deemed to have represented and warranted to the Bank at the time of allocation that each benefit and use of proceeds is permitted under the terms of the Loan Agreement and Loan Documents.

   (d) For administrative convenience, each Person included in the term “Borrower” hereby irrevocably appoints the Company as the Borrower’s attorney-in-fact, with power of substitution (with the prior written consent of the Bank in the exercise of its sole and absolute discretion), in the name of the Company or in the name of the Borrower or otherwise to take any and all actions with respect to this Agreement, the other Loan Documents, the Obligations and/or the Collateral (including, without limitation, the proceeds thereof) as the Company may so elect from time to time, including, without limitation, actions to (i) request Credit Extensions, apply for and direct the benefits of Letters of Credits, and direct the Bank to disburse or credit the proceeds of any Credit Extensions directly to an account of the Company, any one or more of such Persons or otherwise, which direction shall evidence the making of such Credit Extension and shall constitute the acknowledgement by each such Person of the receipt of the proceeds of such Credit Extension or the benefit of such Letter of Credit, (ii) enter into, execute, deliver, amend, modify, restate, substitute, extend and/or renew this Agreement, any Additional Borrower Joinder Supplement, any other Loan Documents, security agreements, mortgages, deposit account agreements, instruments, certificates, waivers, letter of credit applications, releases, documents and agreements from time to time, and (iii) endorse any check or other item of payment in the name of such Person or in the name of the Company. The foregoing appointment is coupled with an interest, cannot be revoked without the prior written consent of the Bank, and may be exercised from time to time through the Company’s duly authorized officer, officers or other Person or Persons designated by the Company to act from time to time on behalf of the Company.
Each Person included in the term “Borrower” hereby irrevocably authorizes the Bank to make Credit Extensions to any one or more of such Person, and hereby irrevocably authorizes the Bank to issue or cause to be issued Letters of Credit for the account of any or all of such Persons, pursuant to the provisions of this Agreement upon the written, oral or telephone request any one or more of the Persons who is from time to time authorized to do so under the provisions of the most recent certificate of corporate resolutions and/or incumbency of the Person included in the term “Borrower” on file with the Bank and also upon the written, oral or telephone request of any one of the Persons who is from time to time authorized to do so under the provisions of the most recent certificate of corporate resolutions and/or incumbency for the Company on file with the Bank.

The Bank assumes no responsibility or liability for any errors, mistakes, and/or discrepancies in the oral, telephonic, written or other transmissions of any instructions, orders, requests and confirmations between the Bank and any one or more of the Persons included in the term “Borrower” or the Bank in connection with any Credit Extension, any Letter of Credit or any other transaction in connection with the provisions of this Agreement.

4. Without implying any limitation on the joint and several nature of the Obligations, the Bank agrees that, notwithstanding any other provision of this Agreement, the Persons included in the term “Borrower,” may create reasonable inter-company indebtedness between or among the Borrowers with respect to the allocation of the benefits and proceeds of the Credit Extensions under this Agreement. The Borrowers agree among themselves, and the Bank consents to that agreement, that each Borrower shall have rights of contribution from all of the other Borrowers to the extent such Borrower incurs Obligations in excess of the proceeds of the Credit Extensions received by, or allocated to purposes for the direct benefit of, such Borrower. All such indebtedness and rights shall be, and are hereby agreed by the Borrowers to be, subordinate in priority and payment to the indefeasible repayment in full in cash of the Obligations, and, unless the Bank agrees in writing otherwise, shall not be exercised or repaid in whole or in part until all of the Obligations have been indefeasibly paid in full in cash. The Borrowers agree that all of such inter-company indebtedness and rights of contribution are part of the Collateral and secure the Obligations. Each Borrower hereby waives all rights of counterclaim, recoupment and offset between or among themselves arising on account of that indebtedness and otherwise. Each Borrower shall not evidence the inter-company indebtedness or rights of contribution by note or other instrument, and shall not secure such indebtedness or rights of contribution with any Lien or security. Notwithstanding anything contained in this Agreement to the contrary, the amount covered by each Borrower under the Obligations shall be limited to an aggregate amount (after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Borrower in respect of the Obligations) which, together with other amounts owing by such Borrowers to the Bank under the Obligations, is equal to the largest amount that would not be subject to avoidance under any Insolvency Proceeding or any applicable provisions of any applicable, comparable state or other laws. As used in this Agreement, “Insolvency Proceeding” shall mean proceedings by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.
5. (a) Each Person included in the term “Borrower” hereby represents and warrants to the Bank that each of them will derive benefits, directly and indirectly, from each Letter of Credit and from each Credit Extension, both in their separate capacity and as a member of the integrated group to which each such Person belongs and because the successful operation of the integrated group is dependent upon the continued successful performance of the functions of the integrated group as a whole, because (i) the terms of the consolidated financing provided under this Agreement are more favorable than would otherwise would be obtainable by such Persons individually, and (ii) the additional administrative and other costs and reduced flexibility associated with individual financing arrangements which would otherwise be required if obtainable would substantially reduce the value to such Persons of the financing.

(b) Each Person included in the term “Borrower” hereby represents and warrants that all of the representations and warranties contained in the Loan Documents are true and correct on and as of the date hereof as if made on and as of such date, both before and after giving effect to this Agreement, and that no Event of Default or Default has occurred and is continuing or exists or would occur or exist after giving effect to this Agreement.


(a) Each Person included in the term “Borrower” hereby unconditionally and irrevocably, guarantees to the Bank:

(i) the due and punctual payment in full (and not merely the collectability) by the other Persons included in the term “Borrower” of the Obligations, including unpaid and accrued interest thereon, in each case when due and payable, all according to the terms of this Agreement and the other Loan Documents;

(ii) the due and punctual payment in full (and not merely the collectability) by the other Persons included in the term “Borrower” of all other sums and charges which may at any time be due and payable in accordance with this Agreement or any of the other Loan Documents;

(iii) the due and punctual performance by the other Persons included in the term “Borrower” of all of the other terms, covenants and conditions contained in the Loan Documents; and

(iv) all the other Obligations of the other Persons included in the term “Borrower”.

(b) The obligations and liabilities of each Person included in the term “Borrower” as a guarantor under this paragraph 6 shall be absolute and unconditional and joint and several, irrespective of the genuineness, validity, priority, regularity or enforceability of this Agreement or any of the Loan Documents or any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor. Each Person included in the term “Borrower” in its capacity as a guarantor expressly agrees that the Bank may, in its sole and absolute discretion, without notice to or further assent of such Borrower and without in any way releasing, affecting or in any way impairing the joint and several obligations and liabilities of such Person as a guarantor hereunder:

(i) waive compliance with, or any defaults under, or grant any other indulgences under or with respect to any of the Loan Documents;
(ii) modify, amend, change or terminate any provisions of any of the Loan Documents (provided the Bank obtains the consent of the other parties to any such Loan Document if such consent is required by the terms of the applicable Loan Documents);

(iii) grant extensions or renewals of or with respect to the Credit Extensions or any of the Loan Documents;

(iv) effect any release, subordination, compromise or settlement in connection with this Agreement or any of the other Loan Documents;

(v) agree to the substitution, exchange, release or other disposition of the Collateral or any part thereof, or any other collateral for the Credit Extensions or to the subordination of any lien or security interest therein;

(vi) make Credit Extensions for the purpose of performing any term, provision or covenant contained in this Agreement or any of the other Loan Documents with respect to which the Borrower shall then be in default;

(vii) make future Credit Extensions pursuant to the Loan Agreement or any of the other Loan Documents;

(viii) assign, pledge, hypothecate or otherwise transfer the Obligations, any of the other Loan Documents or any interest therein, all as and to the extent permitted by the provisions of this Agreement;

(ix) deal in all respects with the other Persons included in the term “Borrower” as if this paragraph 6 were not in effect;

(x) effect any release, compromise or settlement with any of the other Persons included in the term “Borrower”, whether in their capacity as a Borrower or as a guarantor under this paragraph 6 or any other guarantor; and

(xi) provide debtor-in-possession financing or allow use of cash collateral in proceedings under any Insolvency Proceeding, it being expressly agreed by all Persons included in the term “Borrower” that any such financing and/or use would be part of the Obligations.

(c) The obligations and liabilities of each Person included in the term “Borrower”, as guarantor under this paragraph 6 shall be primary, direct and immediate, shall not be subject to any counterclaim, recoupment, set off, reduction or defense based upon any claim that such Person may have against any one or more of the other Persons included in the term
“Borrower” and/or any other guarantor and shall not be conditional or contingent upon pursuit or enforcement by the Bank of any remedies it may have against Persons included in the term “Borrower” with respect to this Agreement, or any of the other Loan Documents, whether pursuant to the terms thereof or by operation of law. Without limiting the generality of the foregoing, the Bank shall not be required to make any demand upon any of the Persons included in the term “Borrower”, or to sell the Collateral or otherwise pursue, enforce or exhaust its or their remedies against the Persons included in the term “Borrower” or the Collateral either before, concurrently with or after pursuing or enforcing its rights and remedies hereunder. Any one or more successive or concurrent actions or proceedings may be brought against each Person included in the term “Borrower” under this paragraph 6, either in the same action, if any, brought against any one or more of the Persons included in the term “Borrower” or in separate actions or proceedings, as often as the Bank may deem expedient or advisable. Without limiting the foregoing, it is specifically understood that any modification, limitation or discharge of any of the liabilities or obligations of any one or more of the Persons included in the term “Borrower”, any other guarantor or any obligor under any of the Loan Documents, arising out of, or by virtue of, any bankruptcy, arrangement, reorganization or similar proceeding for relief of debtors under federal or state law initiated by or against any one or more of the Persons included in the term “Borrower”, in their respective capacities as borrowers and guarantors under this paragraph 6, or under any of the Loan Documents shall not modify, limit, lessen, reduce, impair, discharge, or otherwise affect the liability of each Borrower under this paragraph 6 in any manner whatsoever, and this paragraph 6 shall remain and continue in full force and effect. It is the intent and purpose of this paragraph 6 that each Person included in the term “Borrower” shall and does hereby waive all rights and benefits which might accrue to any other guarantor by reason of any such proceeding, and the Persons included in the term “Borrower” agree that they shall be liable for the full amount of the obligations and liabilities under this paragraph 6 regardless of, and irrespective to, any modification, limitation or discharge of the liability of any one or more of the Persons included in the term “Borrower”, any other guarantor or any obligor under any of the Loan Documents, that may result from any such proceedings.

(d) Each Person included in the term “Borrower”, as guarantor under this paragraph 6, hereby unconditionally, jointly and severally, irrevocably and expressly waives:

(i) presentment and demand for payment of the Obligations and protest of non-payment;

(ii) notice of acceptance of this paragraph 6 and of presentment, demand and protest thereof;

(iii) notice of any default hereunder or under or any of the Loan Documents and notice of all indulgences;

(iv) notice of any increase in the amount of any portion of or all of the indebtedness guaranteed by this paragraph 6;

(v) demand for observance, performance or enforcement of any of the terms or provisions of this paragraph 6 or any of the other Loan Documents;
(vi) all errors and omissions in connection with the Bank’s administration of all indebtedness guaranteed by this paragraph 6;

(vii) any right or claim of right to cause a marshalling of the assets of any one or more of the other Persons included in the term “Borrower”;

(viii) any act or omission of the Bank which changes the scope of the risk as guarantor hereunder; and

(ix) all other notices and demands otherwise required by law which such Person may lawfully waive.

(e) Within ten (10) days following any request of the Bank so to do, each Person included in the term “Borrower” will furnish the Bank and such other persons as the Bank may direct with a written certificate, duly acknowledged stating in detail whether or not any credits, offsets or defenses exist with respect to this paragraph 6.

7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to principles of choice of law.

[Signatures Begin on Next Page]
WITNESS the due execution hereof as of the day and year first written above.

WITNESS/ATTEST:  

/s/ Frank Verdecanna

By: /s/ Michael J. Sheridan
Name: Michael J. Sheridan
Title: CFO

FIREEYE, INC.

WITNESS/ATTEST:  

/s/ Frank Verdecanna

By: /s/ Michael J. Sheridan
Name: Michael J. Sheridan
Title: CFO

ENSIGHTA SECURITY LLC

WITNESS/ATTEST:  

/s/ Frank Verdecanna

By: /s/ Michael J. Sheridan
Name: Michael J. Sheridan
Title: CFO

FIREEYE INTERNATIONAL, INC.

WITNESS/ATTEST:  

/s/ Frank Verdecanna

By: /s/ Michael J. Sheridan
Name: Michael J. Sheridan
Title: CFO

SILICON VALLEY BANK

WITNESS/ATTEST:  

/s/ John Willard

By: /s/ Brian Fitzpatrick
Name: Brian Fitzpatrick
Title: Relationship Manager

[Signature Page to Additional Borrower Joinder Supplement]
SILICON VALLEY CA-I, LLC,
a Delaware limited liability company,

Landlord,

and

FIREEYE, INC.,
a Delaware corporation,

Tenant
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EXHIBITS:

- EXHIBIT A – FLOOR PLAN DEPICTING THE PREMISES
- EXHIBIT A-1 – SITE PLAN
- EXHIBIT B – INITIAL ALTERATIONS
- EXHIBIT B-1 – DEPICTION OF INITIAL ALTERATIONS
- EXHIBIT C – COMMENCEMENT DATE MEMORANDUM
- EXHIBIT D – RULES AND REGULATIONS
- EXHIBIT E – EARLY POSSESSION AGREEMENT
- EXHIBIT F – FORM OF LETTER OF CREDIT
- EXHIBIT G – APPROVED SIGNAGE

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
BUILDING: Milpitas Business Park
1390 McCarthy Boulevard
Milpitas, California

LANDLORD: SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

LANDLORD’S ADDRESS: c/o RREEF Management Company
3303 Octavius Drive, Suite 102
Santa Clara, California 95054

WIRE INSTRUCTIONS AND/OR ADDRESS FOR RENT PAYMENT:
Silicon Valley CA-I, LLC
Dept. 2090
P.O. Box 39000
San Francisco, California 94139

LEASE REFERENCE DATE: January 15, 2008

TENANT: FIREYE, INC.,
a Delaware corporation

TENANT’S NOTICE ADDRESS:
(a) As of beginning of Term:
1390 McCarthy Boulevard
Milpitas, California 95035

(b) Prior to beginning of Term (if different):
1360 Willow Road
Menlo Park, California 94025

PREMISES ADDRESS: 1390 McCarthy Boulevard
Milpitas, California 95035

PREMISES RENTABLE AREA: Approximately 16,892 sq. ft. (for outline of Premises see Exhibit A)

USE:
General office use and research and development, light assembly, manufacturing and storage of computer electronics.

COMMENCEMENT DATE: March 1, 2008

TERM OF LEASE: Approximately thirty-six (36) months beginning on the Commencement Date and ending on the Termination Date.

TERMINATION DATE: The last day of the thirty-sixth (36th) full calendar month after the Commencement Date, which Termination Date is estimated to be February 28, 2011.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
ANNUAL RENT and MONTHLY INSTALLMENT OF RENT (Article 3):

<table>
<thead>
<tr>
<th>Months</th>
<th>Rentable Square Footage</th>
<th>Annual Rent Per Square Foot</th>
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<th>Monthly Installment of Rent</th>
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<td>$12.60</td>
<td>$212,839.20</td>
<td>$17,736.60</td>
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<td>16,892</td>
<td>$13.80</td>
<td>$233,109.60</td>
<td>$19,425.80</td>
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</tbody>
</table>

INITIAL ESTIMATED MONTHLY INSTALLMENT OF RENT ADJUSTMENTS (Article 4):

$5,743.28

TENANT’S PROPORTIONATE SHARE:

38.73%

SECURITY DEPOSIT:

$50,000.00 (In cash or Letter of Credit pursuant to Article 40 of this Lease).

ASSIGNMENT/SUBLETTING FEE:

$1,000.00

PARKING:

3.7 unreserved parking spaces per 1,000 rentable square feet of the Premises at no charge during the Term or any extension thereof.

REAL ESTATE BROKER:

CB Richard Ellis, representing Landlord, and Colliers Parrish, representing Tenant.

TENANT’S SIC CODE:

3571

AMORTIZATION RATE:

N/A

The Reference Pages information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Pages information and the Lease, the Lease shall control. The Lease includes Exhibits A through G, all of which are made a part of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have entered into the Lease as of the Lease Reference Date set forth above.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: RREEF Management Company,
a Delaware corporation, its Authorized Agent

By: /s/ James H. Ida

Name: James H. Ida

Title: Vice Pres, Dist Mgr

Dated: 1/24/08

TENANT:

FIRE EYE, INC.,
a Delaware corporation

By: /s/ Ashar Aziz

Name: Ashar Aziz

Title: CEO

Dated: 1/24/2008

By: /s/ Zane M. Taylor

Name: Zane M. Taylor

Title: V.P. Operations

Dated: 1/24/2008
LEASE

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building as set forth and described on the Reference Pages. The Premises are depicted on the floor plan attached hereto as Exhibit A, and the Building is depicted on the site plan attached hereto as Exhibit A-I. The Reference Pages, including all terms defined thereon, are incorporated as part of this Lease.

1. USE AND RESTRICTIONS ON USE.

1.1 The Premises are to be used solely for the purposes set forth on the Reference Pages. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure, annoy, or disturb them, or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, or commit any waste. Tenant shall not do, permit or suffer in, on, or about the Premises the sale of any alcoholic liquor without the written consent of Landlord first obtained. Tenant shall comply with all federal, state and city laws, codes, ordinances, rules and regulations (collectively “Regulations”) applicable to the use of the Premises and its occupancy and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations in the Building or appurtenant land, caused or permitted by, or resulting from the specific use by, Tenant, or in or upon, or in connection with, the Premises, all at Tenant’s sole expense. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything into the Premises which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Building or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Building or any part thereof Except to the extent properly included in Expenses, Landlord shall be responsible for correcting any violations of Regulations in effect, as interpreted and enforced as of the date of this Lease, with respect to the parking area and ramps leading to the Building. Notwithstanding the foregoing, Landlord shall have the right to contest any alleged violation in good faith, including, without limitation, the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed by law and the right to appeal any decisions, judgments or rulings to the fullest extent permitted by Regulations. Landlord, after the exhaustion of any and all rights to appeal or contest, will make all repairs, additions, alterations or improvements necessary to comply with the terms of any final order or judgment.

1.2 Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees (collectively, the “Tenant Entities”) to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Building any (collectively, “Hazardous Materials”) flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively, “Environmental Laws”), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the Building and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office purposes; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Building and appurtenant land or the environment. Tenant shall protect, defend, indemnify and hold each and all of the Landlord Entities (as defined in Article 31) harmless from and against any and all loss, claims, liability or costs (including court costs and attorney’s fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section 1.2. Pursuant to California Health & Safety Code Section 25359.7, Landlord hereby notifies Tenant that Landlord knows or has reasonable cause to believe that a release of Hazardous Materials has come to be located on or beneath the property on which the Building lies. Further, to Landlord’s actual knowledge, there are no Hazardous Materials at the Building in violation of Environmental Laws. For purposes of this Section, “Landlord’s actual knowledge” shall be deemed to mean and limited to the current knowledge of the Property Manager for the Building, at the time of execution of this Lease and not any implied, imputed, or constructive knowledge of said individual or of Landlord or any parties related to or comprising Landlord and without any independent investigation or inquiry having been made or any implied duty to investigate or make any inquiries; it being understood and agreed that such individual shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

1.3 Tenant and the Tenant Entities will be entitled to the non-exclusive use of the common areas of the Building as they exist from time to time during the Term, including the parking facilities, subject to Landlord’s rules and regulations regarding such use. However, in no event will Tenant or the Tenant Entities park more vehicles in the parking facilities than Tenant’s Proportionate Share of the total parking spaces available for common use. The foregoing shall not be deemed to provide Tenant with an exclusive right to any parking spaces or any guaranty of the availability of any particular parking spaces or any specific number of parking spaces, except as set forth on the Reference Pages to this Lease.

1
2. TERM.

2.1 The Term of this Lease shall begin on the date ("Commencement Date") that Landlord shall tender possession of the Premises to Tenant, and shall terminate on the date as shown on the Reference Pages as the Termination Date based on the actual Commencement Date ("Termination Date"), unless sooner terminated by the provisions of this Lease. Tenant shall, at Landlord’s request, execute and deliver a memorandum agreement provided by Landlord in the form of Exhibit C attached hereto, setting forth the actual Commencement Date, Termination Date and, if necessary, a revised rent schedule. Should Tenant fail to do so within thirty (30) days after Landlord’s request, the information set forth in such memorandum provided by Landlord shall be conclusively presumed to be agreed and correct. Except to the extent caused or exacerbated by Tenant, or any of Tenant’s related parties, agents, licensees, employees, invitees, customers or contractors, as of the date Landlord delivers possession of the Premises to Tenant, or as a result of the Initial Alterations described in Exhibit B attached hereto, or other modifications to the Premises by or on behalf of Tenant, the base Building electrical, heating, ventilation and air conditioning, mechanical, plumbing and lighting (inclusive of ballasts) systems servicing the Premises shall be in good working condition and order, and the Premises shall be clean (including carpeting but subject to ordinary wear and tear) and free of debris and personal property of others. Tenant shall have thirty (30) days from the date Landlord delivers possession of the Premises to Tenant in which to discover and to notify Landlord, in writing, which, if any, of the above stated Building systems are not in good working order and satisfactory condition and repair and Landlord shall at its cost promptly effectuate the repair and correction thereof.

2.2 Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises on the Commencement Date set forth on the Reference Pages for any reason, Landlord shall not be liable for any damage resulting from such inability, but except to the extent such delay is the result of a Tenant Delay, Tenant shall not be liable for any rent until the Commencement Date. No such failure to give possession on the Commencement Date shall affect the other obligations of Tenant under this Lease, except that the actual Commencement Date shall be postponed until the date that Landlord delivers possession of the Premises to Tenant, except to the extent that such delay is arising from or related to the acts or omissions of Tenant or any Tenant Entities, including, without limitation as a result of: (a) Tenant’s failure to agree to plans and specifications and/or construction cost estimates or bids; (b) Tenant’s request for materials, finishes or installations other than Landlord’s standard except those, if any, that Landlord shall have expressly agreed to furnish without extension of time agreed by Landlord; (c) Tenant’s change in any plans or specifications; or, (d) performance or completion by a party employed by Tenant (each of the foregoing, a “Tenant Delay”). If any delay is the result of a Tenant Delay, the Commencement Date and the payment of rent under this Lease shall be accelerated by the number of days of such Tenant Delay.

2.3 Subject to the terms of this Section 2.3 and provided that this Lease and the Early Possession Agreement (as defined below) have been fully executed by all parties and Tenant has delivered all prepaid rental, the Security Deposit, and insurance certificates required hereunder, Landlord grants Tenant the right to enter the Premises, at Tenant’s sole risk, solely for the purpose of constructing the Initial Alterations, described in Exhibit B attached hereto, and installing telecommunications and data cabling, equipment, furnishings and other personality, but not for the permitted use specified in this Lease. Such possession prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease, except that Tenant shall not be required to pay Monthly Installment of Rent or Tenant’s Proportionate Share of Expenses and Taxes with respect to the period of time prior to the Commencement Date during which Tenant occupies the Premises solely for such purposes. Tenant shall not be liable for any utilities or Building services (including, but not limited to, loading dock usage, parking or use of freight elevators) provided to Tenant during such period and during Tenant’s construction of the Initial Alterations. Notwithstanding the foregoing, if Tenant takes possession of the Premises before the Commencement Date for any purpose other than as expressly provided in this Section, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay Monthly Installment of Rent, Tenant’s Proportionate Share of Expenses and Taxes, and any other charges payable hereunder to Landlord for each day of possession before the Commencement Date. Said early possession shall not advance the Termination Date. As a condition to any early entry by Tenant pursuant to this Section 2.3, Tenant shall execute and deliver to Landlord an early possession agreement (the “Early Possession Agreement”) in the form attached hereto as Exhibit E, provided by Landlord, setting forth the actual date for early possession and the date for the commencement of payment of Monthly Installment of Rent.
3. RENT.

3.1 Tenant agrees to pay to Landlord the Annual Rent in effect from time to time by paying the Monthly Installment of Rent then in effect on or before the first day of each full calendar month during the Term, except that the first full month’s rent shall be paid upon the execution of this Lease. The Monthly Installment of Rent in effect at any time shall be one-twelfth (1/12) of the Annual Rent in effect at such time. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Monthly Installment of Rent based upon the number of days in such month. Said rent shall be paid to Landlord, without deduction or offset and without notice or demand, at the Rent Payment Address, as set forth on the Reference Pages, or to such other person or at such other place as Landlord may from time to time designate in writing. If an Event of Default occurs, Landlord may require by notice to Tenant that all subsequent rent payments be made by an automatic payment from Tenant’s bank account to Landlord’s account, without cost to Landlord. Tenant must implement such automatic payment system prior to the next scheduled rent payment or within ten (10) days after Landlord’s notice, whichever is later. Unless specified in this Lease to the contrary, all amounts and sums payable by Tenant to Landlord pursuant to this Lease shall be deemed additional rent.

3.2 Tenant recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is not paid when due and payable pursuant to this Lease, a late charge shall be imposed in an amount equal to the greater of: (a) Fifty Dollars ($50.00), or (b) six percent (6%) of the unpaid rent or other payment; provided, however, that the foregoing late charge shall not apply to the first such late payment in any twelve (12) month period of the Term of this Lease or any extension thereto until following written notice to Tenant and the expiration of five (5) days thereafter without cure. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant’s obligation for each successive month until paid. The provisions of this Section 3.2 in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section 3.2 in any way affect Landlord’s remedies pursuant to Article 19 of this Lease in the event said rent or other payment is unpaid after date due.

4. RENT ADJUSTMENTS.

4.1 For the purpose of this Article 4, the following terms are defined as follows:

4.1.1 Lease Year: Each fiscal year (as determined by Landlord from time to time) falling partly or wholly within the Term.

4.1.2 Expenses: All costs of operation, maintenance, repair, replacement and management of the Building (including the amount of any credits which Landlord may grant to particular tenants of the Building in lieu of providing any standard services or paying any standard costs described in this Section 4.1.2 for similar tenants), as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: water and sewer charges; insurance charges of or relating to all insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable and relating in any manner to the protection, preservation, or operation of the Building or any part thereof; utility costs, including, but not limited to, the cost of heat, light, power, steam, gas; waste disposal; the cost of janitorial services; the cost of security and alarm services (including any central station signaling system); costs of cleaning, repairing, replacing and maintaining the common areas, including parking and landscaping, window cleaning costs; labor costs; costs and expenses of managing the Building including management and/or administrative fees (provided, however, in no event shall the management fees for the Building exceed three percent (3%) of gross receipts for the Building); air conditioning maintenance costs (provided, however, that Tenant’s Proportionate Share of Expenses for said costs, excluding the costs associated with Tenant’s obligation to provide regular and customary preventative repair and maintenance, shall not exceed $3,000.00 per calendar year); elevator maintenance fees and supplies; material costs; equipment costs including the cost of maintenance, repair and service agreements and rental and leasing costs; purchase costs of equipment; current rental and leasing costs of items which would be capital items if purchased; tool costs; licenses, permits and inspection fees; wages and salaries; employee benefits and payroll taxes; accounting and legal fees; any sales, use or service taxes incurred in connection therewith. In addition, Landlord shall be entitled to recover, as additional rent (which, along with any other capital expenditures constituting Expenses, Landlord may either include in Expenses or cause to be billed to Tenant along with Expenses and Taxes but as a separate item), Tenant’s Proportionate Share of: (i) an allocable portion of the cost of capital improvement items which are reasonably calculated to reduce operating expenses; (ii) the cost of fire sprinklers and suppression systems and other life safety systems; and (iii) other capital expenses which are required under any Regulations which were not applicable to the Building at the time it was constructed; but the costs described in this sentence shall be amortized over the reasonable life of such expenditures in accordance with such reasonable life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles, with interest on the unamortized amount at one percent (1%) in excess of the Wall Street Journal prime lending.
rate announced from time to time. Expenses shall not include depreciation or amortization of the Building or equipment in the Building except as provided herein, loan principal payments, costs of alterations of tenants’ premises, leasing commissions, interest expenses on long-term borrowings or advertising costs. In addition, Expenses shall not include the following: (a) attorney’s fees and other expenses incurred in connection with negotiations or disputes with prospective tenants or tenants or other occupants of the Building; (b) costs incurred by Landlord for the repair of damage to the Building, to the extent that Landlord is reimbursed for such costs by insurance proceeds, contractor warranties, guarantees, judgments or other third party sources; and, (c) any expenses for which Landlord has received actual reimbursement (other than through Expenses).

4.1.3 **Taxes:** Real estate taxes and any other taxes, charges and assessments which are levied with respect to the Building or the land appurtenant to the Building, or with respect to any improvements, fixtures and equipment or other property of Landlord, real or personal, located in the Building and used in connection with the operation of the Building and said land, any payments to any ground lessor in reimbursement of tax payments made by such lessor; and all fees, expenses and costs incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any Lease Year. Taxes shall not include any corporate franchise, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Building or any taxes to be paid by Tenant pursuant to Article 28.

4.2 Tenant shall pay as additional rent for each Lease Year Tenant’s Proportionate Share of Expenses and Taxes incurred for such Lease Year.

4.3 The annual determination of Expenses shall be made by Landlord and shall be binding upon Landlord and Tenant, subject to the provisions of this Section 4.3. Landlord shall use reasonable efforts to furnish the statement of actual Expenses on or before June 1 of the calendar year immediately following the calendar year to which the statement applies. During the Term, Tenant may review, at Tenant’s sole cost and expense, the books and records supporting such determination in an office of Landlord, or Landlord’s agent, during normal business hours, upon giving Landlord five (5) days advance written notice within sixty (60) days after receipt of such determination, but in no event more than thirty (30) days after receipt of such determination. Tenant’s liability for Expenses and/or Taxes, then Landlord shall credit the difference against the then next due payments to be made by Tenant under this Article 4, or, if this Lease has terminated, refund the difference in cash.

4.5 When the above mentioned actual determination of Tenant’s liability for Expenses and/or Taxes is made for any Lease Year and when Tenant is so notified in writing, then:

4.5.1 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is less than Tenant’s liability for Expenses and/or Taxes, then Tenant shall pay such deficiency to Landlord as additional rent in one lump sum within thirty (30) days of receipt of Landlord’s bill therefor; and

4.5.2 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is more than Tenant’s liability for Expenses and/or Taxes, then Landlord shall credit the difference against the then next due payments to be made by Tenant under this Article 4, or, if this Lease has terminated, refund the difference in cash.
4.6 If the Commencement Date is other than January 1 or if the Termination Date is other than December 31, Tenant’s liability for Expenses and Taxes for the Lease Year in which said Date occurs shall be prorated based upon a three hundred sixty-five (365) day year.

5. SECURITY DEPOSIT. Tenant shall deposit the Security Deposit with Landlord upon the execution of this Lease. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord’s damage in case of Tenant’s default. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant’s default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant’s default. If any portion is so used, Tenant shall within five (5) days after written demand therefor, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount and Tenant’s failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant at such time after termination of this Lease when Landlord shall have determined that all of Tenant’s obligations under this Lease have been fulfilled. Notwithstanding anything to the contrary contained herein or in Article 23 hereof, Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any similar or successor Regulations or other laws now or hereinafter in effect as they affect the Security Deposit; except that with respect to all or any portion of the Security Deposit that Landlord has not applied pursuant to the terms hereof, Tenant shall not be deemed to have waived the priority claim of Tenant to the extent of and as set forth in the last sentence of Section 1950.7(b). Nothing herein shall be deemed to affect any waiver Tenant may have otherwise made of any such priority claim as set forth in any other applicable Regulations.

6. ALTERATIONS.

6.1 Except for those, if any, specifically provided for in Exhibit B to this Lease, Tenant shall not make or suffer to be made any alterations, additions, or improvements, including, but not limited to, the attachment of any fixtures or equipment in, on, or to the Premises or any part thereof or the making of any improvements as required by Article 7, without the prior written consent of Landlord. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions and improvements. Landlord’s consent shall not be unreasonably withheld with respect to alterations which (i) are not structural in nature, (ii) are not visible from the exterior of the Building, (iii) do not affect or require modification of the Building’s electrical, mechanical, plumbing, HVAC or other systems, and (iv) in aggregate do not cost more than $5.00 per rentable square foot of that portion of the Premises affected by the alterations in question. In addition, Tenant shall have the right to perform, with prior written notice to but without Landlord’s consent, any alteration, addition, or improvement that satisfies all of the following criteria (a “Cosmetic Alteration”): (1) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (2) is not visible from the exterior of the Premises or Building; (3) will not affect the systems or structure of the Building; (4) costs less than $20,000.00 in the aggregate during any twelve (12) month period of the Term of this Lease, and (5) does not require work to be performed inside the walls or above the ceiling of the Premises. However, even though consent is not required, the performance of Cosmetic Alterations shall be subject to all of the other provisions of this Article 6 and Article 26 of this Lease.

6.2 In the event Landlord consents to the making of any such alteration, addition or improvement by Tenant, the same shall be made by using either Landlord’s contractor or a contractor reasonably approved by Landlord, in either event at Tenant’s sole cost and expense. If Tenant shall employ any contractor other than Landlord’s contractor and such other contractor or any subcontractor of such other contractor shall employ any non-union labor or supplier, Tenant shall be responsible for and hold Landlord harmless from any and all delays, damages and extra costs suffered by Landlord as a result of any dispute with any labor unions concerning the wages, hours, terms or conditions of the employment of any such labor. In any event Landlord may charge Tenant a construction management fee for any alteration (other than any Cosmetic Alteration that satisfies the criteria set forth in Section 6.1) not to exceed (i) five percent (5%) of the cost of such work for any work costing $100,000.00 or less in the aggregate, and (ii) to the extent the cost of such work exceeds $100,000.00 in the aggregate, three percent (3%) of the cost of any such work, to cover its overhead as it relates to such proposed work, plus third-party costs actually incurred by Landlord in connection with the proposed work and the design thereof, with all such amounts being due five (5) days after Landlord’s demand.
6.3 All alterations, additions or improvements proposed by Tenant shall be constructed in accordance with all Regulations, using Building standard materials where applicable, and Tenant shall, prior to construction, provide the additional insurance required under Article 11 in such case, and also all such assurances to Landlord as Landlord shall reasonably require to assure payment of the costs thereof, including but not limited to, notices of non-responsibility, waivers of lien, surety company performance bonds and funded construction escrows and to protect Landlord and the Building and appurtenant land against any loss from any mechanic’s, materialmen’s or other liens. Tenant shall pay in addition to any sums due pursuant to Article 4, any increase in real estate taxes attributable to any such alteration, addition or improvement for so long, during the Term, as such increase is ascertainable; at Landlord’s election said sums shall be paid in the same way as sums due under Article 4. If Landlord reasonably determines in its good faith prudent business judgment that the same is reasonably necessary, Landlord may, as a condition to its consent to any particular alterations or improvements, require Tenant to deposit with Landlord the amount reasonably estimated by Landlord as sufficient to cover the cost of removing such alterations or improvements and restoring the Premises, to the extent required under Section 26.2.

6.4 Notwithstanding anything to the contrary contained herein, so long as Tenant’s written request for consent for a proposed alteration or improvements contains the following statement in large, bold and capped font "PURSUANT TO ARTICLE 6 OF THE LEASE, IF LANDLORD CONSENTS TO THE SUBJECT ALTERATION, LANDLORD SHALL NOTIFY TENANT IN WRITING WHETHER OR NOT LANDLORD WILL REQUIRE SUCH ALTERATION TO BE REMOVED AT THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE", at the time Landlord gives its consent for any alterations or improvements, if it so does, Tenant shall concurrently be notified whether or not Landlord will require that such alterations or improvements be removed upon the expiration or earlier termination of this Lease. Notwithstanding anything to the contrary contained in this Lease, at the expiration or earlier termination of this Lease and otherwise in accordance with Article 26 hereof, Tenant shall be required to remove all alterations or improvements made to the Premises except for any such alterations or improvements which Landlord expressly indicates or is deemed to have indicated shall not be required to be removed from the Premises by Tenant. If Tenant’s written notice strictly complies with the foregoing and if Landlord fails to so notify Tenant whether Tenant shall be required to remove the subject alterations or improvements at the expiration or earlier termination of this Lease, it shall be assumed that Landlord shall require the removal of the subject alterations or improvements.

7. REPAIR.

7.1 Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises, except as specified in Exhibit B if attached to this Lease and except that Landlord shall repair and maintain the structural portions of the Building, the roof and the Building operating systems including the basic plumbing, air conditioning, heating and electrical systems installed or furnished by Landlord; provided, however, that the costs and expenses associated with the foregoing shall be a part of Expenses and subject to the terms and conditions of Article 4 of this Lease. By taking possession of the Premises, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them subject to the terms, conditions associated with the foregoing shall be a part of Expenses and subject to the terms and conditions of Article 4 of this Lease. By taking possession of the Premises, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them subject to Section 2.1 above. It is hereby understood and agreed that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically set forth in this Lease.

7.2 Tenant shall, at all times during the Term, keep the Premises in good condition and repair excepting damage by fire, or other casualty, and in compliance with all applicable Regulations, promptly complying with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Premises, all at Tenant’s sole expense.

7.3 Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

7.4 Except as provided in Article 22, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant’s business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or to fixtures, appurtenances and equipment in the Building. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code, or any similar or successor Regulations or other laws now or hereinafter in effect.

8. LIENS. Tenant shall keep the Premises, the Building and appurtenant land and Tenant’s leasehold interest in the Premises free from any liens arising out of any services, work or materials performed, furnished, or contracted for by Tenant, or obligations incurred by Tenant. In the event that Tenant fails, within ten (10) days following the imposition of any such lien, to either cause the same to be released of record or provide Landlord with insurance against the same issued by a major title insurance company or such other protection against the same as Landlord shall accept (such failure to constitute an Event
of Default), Landlord shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be payable to it by Tenant within five (5) days of Landlord’s demand.

9. ASSIGNMENT AND SUBLETTING.

9.1 Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, and shall not make, suffer or permit such assignment, subleasing or occupancy without the prior written consent of Landlord, such consent not to be unreasonably withheld, and said restrictions shall be binding upon any and all assignees of this Lease and subtenants of the Premises. In the event Tenant desires to sublet, or permit such occupancy of, the Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord at least fifteen (15) business days but no more than one hundred twenty (120) days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease or assignment and copies of financial reports and other relevant financial information of the proposed subtenant or assignee.

9.2 Notwithstanding any assignment or subletting, permitted or otherwise, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an Event of Default, if the Premises or any part of them are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant’s obligations under this Lease.

9.3 In addition to Landlord’s right to approve of any subtenant or assignee, Landlord shall have the option, in its sole discretion, in the event of any proposed subletting or assignment, to terminate this Lease, or in the case of a proposed subletting of less than the entire Premises, to recapture the portion of the Premises to be sublet, as of the date the subletting or assignment is to be effective. The option shall be exercised, if at all, by Landlord giving Tenant written notice given by Landlord to Tenant within fifteen (15) business days following Landlord’s receipt of Tenant’s written notice as required above. However, if Tenant notifies Landlord, within five (5) days after receipt of Landlord’s termination notice, that Tenant is rescinding its proposed assignment or sublease, the termination notice shall be void and this Lease shall continue in full force and effect. If this Lease shall be terminated with respect to the entire Premises pursuant to this Section, the Term of this Lease shall end on the date stated in Tenant’s notice as the effective date of the sublease or assignment as if that date had been originally fixed in this Lease for the expiration of the Term. If Landlord recaptures under this Section only a portion of the Premises, the rent to be paid from time to time during the unexpired Term shall abate proportionately based on the proportion by which the approximate square footage of the remaining portion of the Premises shall be less than that of the Premises as of the date immediately prior to such recapture. Tenant shall, at Tenant’s own cost and expense, discharge in full any outstanding commission obligation which may be due and owing as a result of any proposed assignment or subletting, whether or not the Premises are recaptured pursuant to this Section 9.3 and rented by Landlord to the proposed tenant or any other tenant.

9.4 In the event that Tenant sells, sublets, assigns or transfers this Lease, Tenant shall pay to Landlord as additional rent an amount equal to fifty percent (50%) of any Increased Rent (as defined below), less the Costs Component (as defined below), when and as such Increased Rent is received by Tenant. As used in this Section, “Increased Rent” shall mean the excess of (i) all rent and other consideration which Tenant is entitled to receive by reason of any sale, sublease, assignment or other transfer of this Lease, over (ii) the rent otherwise payable by Tenant under this Lease at such time. For purposes of the foregoing, any consideration received by Tenant in form other than cash shall be valued at its fair market value as determined by Landlord in good faith. The “Costs Component” is that amount which, if paid monthly, would fully amortize on a straight-line basis, over the entire period for which Tenant is to receive Increased Rent, the reasonable costs incurred by Tenant for leasing commissions, attorneys’ fees and tenant improvements in connection with such sublease, assignment or other transfer.

9.5 Notwithstanding any other provision hereof, it shall be considered reasonable for Landlord to withhold its consent to any assignment of this Lease or sublease of any portion of the Premises if at the time of either Tenant’s notice of the proposed assignment or sublease or the proposed commencement date thereof, there shall exist any uncured default of Tenant or matter which will become a default of Tenant with passage of time unless cured, or if the proposed assignee or sublessee is an entity: (a) with which Landlord is already in negotiation; (b) is already an occupant of the Building unless Landlord is unable to provide the amount of space required by such occupant; (c) is a governmental agency; (d) is incompatible with the character of occupancy of the Building; (e) with which the payment for the sublease or assignment is
determined in whole or in part based upon its net income or profits; or (f) would subject the Premises to a use which would: (i) involve increased personnel or wear upon the Building; (ii) violate any exclusive right granted to another tenant of the Building; (iii) require any addition to or modification of the Premises or the Building in order to comply with building code or other governmental requirements; or, (iv) involve a violation of Section 1.2. Tenant expressly agrees that for the purposes of any statutory or other requirement of reasonableness on the part of Landlord, Landlord’s refusal to consent to any assignment or sublease for any of the reasons described in this Section 9.5, shall be conclusively deemed to be reasonable.

9.6 Upon any request to assign or sublet, Tenant will pay to Landlord the Assignment/Subletting Fee plus, on demand, a sum equal to all of Landlord’s costs, including reasonable attorney’s fees, incurred in investigating and considering any proposed or purported assignment or pledge of this Lease or sublease of any of the Premises (the “Review Reimbursement”), regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord’s consent is not required for, such assignment, pledge or sublease. Except as otherwise expressly provided herein, the Review Reimbursement shall not exceed $1,000.00 (the “Cap”). Any purported sale, assignment, mortgage, transfer of this Lease or subleasing which does not comply with the provisions of this Article 9 shall be void. If: (a) Tenant fails to execute Landlord’s standard form of consent without any changes to this Lease, without material changes to the consent and without material negotiation of the consent, and (b) Landlord shall notify Tenant that the Review Reimbursement shall exceed the Cap as a result of such changes and/or negotiation, and (c) Tenant elects to proceed with such changes and/or negotiation, then the Cap shall not apply and Tenant shall pay to Landlord the Assignment/Subletting Fee plus the Review Reimbursement in full. The foregoing shall in no event be deemed to be a right of Tenant to rescind its written notice to Landlord requesting consent to a transfer of this Lease or a sublease of all or a portion of the Premises as provided in Section 9.1. In the event that Tenant fails to notify Landlord of its election as provided in subsection (c) above within three (3) business days following Landlord’s notice to Tenant of the excess described in subsection (b) above, then Tenant shall be deemed to have elected proceed with any such changes and/or negotiation and the Cap shall not apply.

9.7 If Tenant is a corporation, limited liability company, partnership or trust, any transfer or transfers of or change or changes within any twelve (12) month period in the number of the outstanding voting shares of the corporation or limited liability company, the general partnership interests in the partnership or the identity of the persons or entities controlling the activities of such partnership or trust resulting in the persons or entities owning or controlling a majority of such shares, partnership interests or activities of such partnership or trust at the beginning of such period no longer having such ownership or control shall be regarded as equivalent to an assignment of this Lease to the persons or entities acquiring such ownership or control and shall be subject to all the provisions of this Article 9 to the same extent and for all intents and purposes as though such an assignment.

9.8 So long as Tenant is not entering into the Permitted Transfer (as defined below) for the purpose of avoiding or otherwise circumventing the remaining terms of this Article 9, Tenant may assign its entire interest under this Lease, without the consent of Landlord, to (a) an affiliate, subsidiary, or parent of Tenant, or a corporation, partnership or other legal entity wholly owned by Tenant (collectively, an “Affiliated Party”), or (b) a successor to Tenant by purchase, merger, consolidation or reorganization, provided that all of the following conditions are satisfied (each such transfer a “Permitted Transfer” and any such assignee or sublessee of a Permitted Transfer, a “Permitted Transferee”): (i) Tenant is not in default under this Lease; (ii) the Permitted Use does not allow the Premises to be used for retail purposes; (iii) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed Permitted Transfer (provided that, if prohibited by applicable Regulations or contractual confidentiality provisions in connection with a proposed purchase, merger, consolidation or reorganization, then Tenant shall give Landlord written notice within ten (10) days after the effective date of the proposed purchase, merger, consolidation or reorganization); (iv) with respect to a proposed Permitted Transfer to an Affiliated Party, Tenant continues to have a net worth equal to or greater than Tenant’s net worth at the date of this Lease; and (v) with respect to a purchase, merger, consolidation or reorganization or any Permitted Transfer which results in Tenant ceasing to exist as a separate legal entity, (A) Tenant’s successor shall own all or substantially all of the assets of Tenant, and (B) Tenant’s successor shall have a net worth which is at least equal to the greater of Tenant’s net worth at the date of this Lease or Tenant’s net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization. Tenant’s notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant’s successor shall sign a commercially reasonable form of assumption agreement. As used herein, (1) “parent” shall mean a company which owns a majority of Tenant’s voting equity; (2) “subsidiary” shall mean an entity wholly owned by Tenant or at least fifty-one percent (51%) of whose voting equity is owned by Tenant; and (3) “affiliate” shall mean an entity controlled, controlling or under common control with Tenant.

10. INDEMNIFICATION. None of the Landlord Entities shall be liable and Tenant hereby waives all claims against them for any damage to any property or any injury to any person in or about the Premises or the Building by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Building not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or
its agents, employees or contractors. Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney’s fees) incurred by reason of (a) any damage to any property (including but not limited to property of any Landlord Entity) or any injury (including but not limited to death) to any person occurring in, on or about the Premises or the Building to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant or any Tenant Entity to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant’s actual or asserted failure to comply with any and all Regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

11. INSURANCE.

11.1 Tenant shall keep in force throughout the Term: (a) a Commercial General Liability insurance policy or policies to protect the Landlord Entities against any liability to the public or to any invitee of Tenant or a Landlord Entity incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than $1,000,000 per occurrence and not less than $2,000,000 in the annual aggregate, or such larger amount as Landlord may reasonably and prudently require from time to time, covering bodily injury and property damage liability and $1,000,000 products/completed operations aggregate; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than $1,000,000 per accident; (c) Worker’s Compensation Insurance with limits as required by statute and Employers Liability with limits of $500,000 each accident, $500,000 disease policy limit, $500,000 disease—each employee; (d) All Risk or Special Form coverage protecting Tenant against loss of or damage to Tenant’s alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory and other business personal property situated in or about the Premises to the full replacement value of the property so insured; and, (e) Business Interruption Insurance with limit of liability representing loss of at least approximately six (6) months of income.

11.2 The aforesaid policies shall (a) be provided at Tenant’s expense; (b) name the Landlord Entities as additional insureds (General Liability) and loss payee (Property—Special Form); (c) be issued by an insurance company with a minimum Best’s rating of “A-:VII” during the Term; and (d) provide that said insurance shall not be canceled unless ten (10) business days prior written notice (ten calendar days for non-payment of premium) shall have been given to Landlord; a certificate of Liability insurance on ACORD Form 25 and a certificate of Property insurance on ACORD Form 28 shall be delivered to Landlord by Tenant upon the Commencement Date and at least thirty (30) days prior to each renewal of said insurance.

11.3 Whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises (“Work”) the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work, without limitation including liability under any applicable structural work act, and such other insurance as Landlord shall require; and the policies of or certificates evidencing such insurance must be delivered to Landlord prior to the commencement of any such Work.

12. WAIVER OF SUBROGATION. So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured (or required to be insured pursuant to this Lease) by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

13. SERVICES AND UTILITIES. Tenant shall pay for all water, gas, heat, light, power, telephone, sewer, sprinkler system charges and other utilities and services used on or from the Premises, together with any taxes, penalties, and surcharges or the like pertaining thereto and any maintenance charges for utilities. Tenant shall furnish all electric light bulbs, tubes and ballasts, battery packs for emergency lighting and fire extinguishers. If any such services are not separately metered to Tenant, Tenant shall pay such proportion of all charges jointly metered with other premises as determined reasonably and in good faith by Landlord. Any such charges paid by Landlord and assessed against Tenant shall be payable to Landlord within thirty (30) days of demand and shall be additional rent hereunder. Tenant will not, without the written consent of Landlord, contract with a utility provider to service the Premises with any utility, including, but not limited to, telecommunications, electricity, water, sewer or gas, which is not previously providing such service to other tenants in the Building. Landlord shall in no event be liable for any interruption or failure of utility services on or to the Premises.

14. HOLDING OVER. Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part of them after termination of this Lease by lapse of time or otherwise at the rate (“Holdover Rate”) which shall be the greater of
(a) One Hundred and Fifty Percent (150%) of the amount of the Annual Rent for the last period prior to the date of such termination plus Tenant’s Proportionate Share of Expenses and Taxes under Article 4; and (b) One Hundred and Fifteen Percent (115%) of the then market rental value of the Premises as determined by Landlord assuming a new lease of the Premises of the then usual duration and other terms, in either case, prorated on a daily basis, and also pay all damages sustained by Landlord by reason of such retention. If Landlord gives notice to Tenant of Landlord’s election to such effect, such holding over shall constitute renewal of this Lease for a period from month to month at the Holdover Rate, but if the Landlord does not so elect, no such renewal shall result notwithstanding acceptance by Landlord of any sums due hereunder after such termination; and instead, a tenancy at sufferance at the Holdover Rate shall be deemed to have been created. In any event, no provision of this Article 14 shall be deemed to waive Landlord’s right of reentry or any other right under this Lease or at law.

15. SUBORDINATION. Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Building, Landlord’s interest or estate in the Building, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant’s interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver within ten (10) days of Landlord’s request such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord.

16. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with all the rules and regulations as set forth in Exhibit D to this Lease and all reasonable and non-discriminatory modifications of and additions to them from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any such rules and regulations.

17. REENTRY BY LANDLORD.

17.1 Landlord reserves and shall at all reasonable times and upon reasonable notice, have the right to re-enter the Premises to inspect the same, to show said Premises to prospective purchasers, mortgagees or tenants (during the last six (6) months of the Term), and to alter, improve or repair the Premises and any portion of the Building, without abatement of rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Building and Premises where reasonably required by the character of the work to be performed, provided entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Landlord shall have the right at any time to change the arrangement and/or locations of entrances, or passageways, doors and doorways, and corridors, windows, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building is commonly known. In the event that Landlord damages any portion of any wall or wall covering, ceiling, or floor or floor covering within the Premises, Landlord shall repair or replace the damaged portion to match the original as nearly as commercially reasonable but shall not be required to repair or replace more than the portion actually damaged. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant’s business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by any action of Landlord authorized by this Article 17.

17.2 For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in the Premises, excluding Tenant’s vaults and safes or special security areas (designated in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency to obtain entry to any portion of the Premises. As to any portion to which access cannot be had by means of a key or keys in Landlord’s possession, Landlord is authorized to gain access by such means as Landlord shall elect and the cost of repairing any damage occurring in doing so shall be borne by Tenant and paid to Landlord within five (5) days of Landlord’s demand.

18. DEFAULT.

18.1 Except as otherwise provided in Article 20, the following events shall be deemed to be Events of Default under this Lease:

18.1.1 Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord under this Lease, whether such sum be any installment of the rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to Landlord required by this Lease, whether or not treated as additional rent under this Lease, and such failure shall continue for a period of five (5) days after written notice that such payment was not made when due, but if any such notice shall be given, for the twelve (12) month period commencing with the date of such notice, the failure to pay within five (5) days after due any additional sum of money becoming due to be paid
to Landlord under this Lease during such period shall be an Event of Default, without notice. The notice required pursuant to this Section 18.1.1 shall replace rather than supplement any statutory notice required under California Code of Civil Procedure Section 1161 or any similar or successor statute.

18.1.2 Tenant shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within twenty (20) days (forthwith, if the failure involves a hazardous condition) after written notice of such failure to Tenant provided, however, that such failure shall not be an event of default if such failure could not reasonably be cured during such twenty (20) day period, Tenant has commenced the cure within such twenty (20) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days.

18.1.3 Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant’s right to possession only.

18.1.4 Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof.

18.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

19. REMEDIES.

19.1 Upon the occurrence of any Event or Events of Default under this Lease, whether enumerated in Article 18 or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of rent or other obligations and waives any and all other notices or demand requirements imposed by applicable law):

19.1.1 Terminate this Lease and Tenant’s right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:

19.1.1.1 The Worth at the Time of Award of the unpaid rent which had been earned at the time of termination;

19.1.1.2 The Worth at the Time of Award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent loss that Tenant affirmatively proves could have been reasonably avoided;

19.1.1.3 The Worth at the Time of Award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant affirmatively proves could be reasonably avoided;

19.1.1.4 Any other amount necessary to compensate Landlord for all the detriment either proximately caused by Tenant’s failure to perform Tenant’s obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

19.1.1.5 All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

The “Worth at the Time of Award” of the amounts referred to in parts 19.1.1.1 and 19.1.1.2 above, shall be computed by allowing interest at the lesser of a per annum rate equal to: (i) the greatest per annum rate of interest permitted from time to time under applicable law, or (ii) the Prime Rate plus 5%. For purposes hereof, the “Prime Rate” shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the State of California. The “Worth at the Time of Award” of the amount referred to in part 19.1.1.3, above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%;
19.1.2 Employ the remedy described in California Civil Code § 1951.4 (Landlord may continue this Lease in effect after Tenant’s breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or

19.1.3 Notwithstanding Landlord’s exercise of the remedy described in California Civil Code § 1951.4 in respect of an Event or Events of Default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant’s right to possession of the Premises and recover an award of damages as provided above in Section 19.1.1.

19.2 The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent. No waiver by Landlord of any breach hereof shall be effective unless such waiver is in writing and signed by Landlord.

19.3 TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174 (c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER REGULATIONS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, REINSTATE OR RESTORE THIS LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT’S BREACH. TENANT ALSO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE.

19.4 No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

19.5 This Article 19 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

19.6 If more than two (2) Events of Default occur during the Term or any renewal thereof, Tenant’s renewal options, expansion options, purchase options and rights of first offer and/or refusal, if any are provided for in this Lease, shall be null and void.

19.7 If on account of any breach or default by Tenant in Tenant’s obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney or collection agency concerning or to enforce or defend any of Landlord’s rights or remedies arising under this Lease or to collect any sums due from Tenant, Tenant agrees to pay all costs and fees so incurred by Landlord, including, without limitation, reasonable attorneys’ fees and costs. TENANT EXPRESSLY WAIVES ANY RIGHT TO: (A) TRIAL BY JURY; AND (B) SERVICE OF ANY NOTICE REQUIRED BY ANY PRESENT OR FUTURE LAW OR ORDINANCE APPLICABLE TO LANDLORDS OR TENANTS BUT NOT REQUIRED BY THE TERMS OF THIS LEASE.

19.8 Upon the occurrence of an Event of Default, Landlord may (but shall not be obligated to) cure such default at Tenant’s sole expense. Without limiting the generality of the foregoing, Landlord may, at Landlord’s option, enter into and upon the Premises if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible under this Lease or to otherwise effect compliance with its obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant’s business resulting therefrom and Tenant agrees to reimburse Landlord within five (5) days of Landlord’s demand as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant’s obligations under this Lease, plus interest from the date of expenditure by Landlord at the Wall Street Journal prime rate.
20. TENANT’S BANKRUPTCY OR INSOLVENCY.

20.1 If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a “Debtor’s Law”):

20.1.1 Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant’s assets (each a “Tenant’s Representative”) shall have no greater right to assume or assign this Lease or any interest in this Lease, or to sublease any of the Premises than accorded to Tenant in Article 9, except to the extent Landlord shall be required to permit such assumption, assignment or sublease by the provisions of such Debtor’s Law. Without limitation of the generality of the foregoing, any right of any Tenant’s Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that:

20.1.1.1 Such Debtor’s Law shall provide to Tenant’s Representative a right of assumption of this Lease which Tenant’s Representative shall have timely exercised and Tenant’s Representative shall have fully cured any default of Tenant under this Lease.

20.1.1.2 Tenant’s Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the larger of: (a) three (3) months’ rent and other monetary charges accruing under this Lease; and (b) any sum specified in Article 5; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of the Landlord that Tenant’s Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant’s Representative will have sufficient funds to fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant’s obligations under this Lease.

20.1.1.3 The assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound.

20.1.1.4 Landlord shall have, or would have had absent the Debtor’s Law, no right under Article 9 to refuse consent to the proposed assignment or sublease by reason of the identity or nature of the proposed assignee or sublessee or the proposed use of the Premises concerned.

21. QUIET ENJOYMENT. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

22. CASUALTY.

22.1 In the event the Premises or the Building are damaged by fire or other cause and in Landlord’s reasonable estimation such damage can be materially restored within two hundred seventy (270) days following the date of the casualty, Landlord shall forthwith repair the same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage. Such abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time. Within forty-five (45) days from the date of such damage, Landlord shall notify Tenant, in writing, of Landlord’s reasonable estimation of the length of time within which material restoration can be made, and Landlord’s determination shall be binding on Tenant. For purposes of this Lease, the Building or Premises shall be deemed “materially restored” if they are in such condition as would not prevent or materially interfere with Tenant’s use of the Premises for the purpose for which it was being used immediately before such damage.

22.2 If such repairs cannot, in Landlord’s reasonable estimation, be made within two hundred seventy (270) days following the date of the casualty, Landlord and Tenant shall each have the option of giving the other, at any time within thirty (30) days after Landlord’s notice of estimated restoration time, notice terminating this Lease as of the date of such
damage. In the event of the giving of such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this Lease for the expiration of the Term. In the event that neither Landlord nor Tenant exercises its option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, and the rent hereunder shall be proportionately abated as provided in Section 22.1.

22.3 Landlord shall not be required to repair or replace any damage or loss by or from fire or other cause to any panelings, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises by, or belonging to, Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control,

22.4 In the event that Landlord should fail to complete such repairs and material restoration within sixty (60) days after the date estimated by Landlord therefor as extended by this Section 22.4, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, within fifteen (15) days after the expiration of said period of time, whereupon this Lease shall end on the date of such notice or such later date fixed in such notice as if the date of such notice was the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, strikes, lockouts, casualties, Acts of God, war, material or labor shortages, government regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

22.5 Notwithstanding anything to the contrary contained in this Article: (a) Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damages resulting from any casualty covered by the provisions of this Article 22 occur during the last twelve (12) months of the Term or any extension thereof, but if Landlord determines not to repair such damages Landlord shall notify Tenant and if such damages shall render any material portion of the Premises untenanted Tenant shall have the right to terminate this Lease by notice to Landlord within fifteen (15) days after receipt of Landlord’s notice; and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or Building requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon this Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the Term. Tenant shall have the right to terminate this Lease if: (a) a substantial portion of the Premises has been damaged by fire or other casualty and such damage cannot reasonably be repaired (as reasonably determined by Landlord) within sixty (60) days after Landlord’s receipt of all required permits to restore the Premises; (b) there is less than twelve (12) months of the Term remaining on the date of such casualty; (c) the casualty was not caused by the negligence or willful misconduct of Tenant or any Tenant Entity; and (d) Tenant provides Landlord with written notice of its intent to terminate within thirty (30) days after the date of the fire or other casualty.

22.6 In the event of any damage or destruction to the Building or Premises by any peril covered by the provisions of this Article 22, it shall be Tenant’s responsibility to properly secure the Premises and upon notice from Landlord to remove forthwith, at its sole cost and expense, such portion of all of the property belonging to Tenant or its licensees from such portion or all of the Building or Premises as Landlord shall request.

22.7 Tenant hereby waives any and all rights under and benefits of Sections 1932(2) and 1933(4) of the California Civil Code, or any similar or successor Regulations or other laws now or hereinafter in effect

23. EMINENT DOMAIN. If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu of such appropriation, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease, except that Tenant may only terminate this Lease by reason of taking or appropriation, if such taking or appropriation shall be so substantial as to materially interfere with Tenant’s use and occupancy of the Premises. If neither party to this Lease shall so elect to terminate this Lease, the rental thereafter to be paid shall be adjusted on a fair and equitable basis under the circumstances. In addition to the rights of Landlord above, if any substantial part of the Building shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever in or upon any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant’s trade fixtures and moving expenses; Tenant shall make
no claim for the value of any unexpired Term. Tenant hereby waives any and all rights under and benefits of Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Regulations or other laws now or hereinafter in effect.

24. SALE BY LANDLORD. In event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Except as set forth in this Article 24, this Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord’s successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security.

25. ESTOPPEL CERTIFICATES. Within ten (10) business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant’s statement; and (e) such other matters as may be reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article 25 may be relied upon by any mortgagee, beneficiary or purchaser, and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such ten (10) business day period Landlord or Landlord’s beneficiary or agent may execute and deliver such certificate on Tenant’s behalf, and that such certificate shall be fully binding on Tenant.

26. SURRENDER OF PREMISES.

26.1 Tenant shall arrange to meet Landlord for two (2) joint inspections of the Premises, the first to occur at least thirty (30) days (but no more than sixty (60) days) before the last day of the Term, and the second to occur not later than forty-eight (48) hours after Tenant has vacated the Premises. In the event of Tenant’s failure to arrange such joint inspections and/or participate in either such inspection, Landlord’s inspection at or after Tenant’s vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant’s responsibility for repairs and restoration.

26.2 All alterations, additions, and improvements in, on, or to the Premises made or installed by or for Tenant, including, without limitation, carpeting (collectively, “Alterations”), shall be and remain the property of Tenant during the Term. Upon the expiration or sooner termination of the Term, all Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title shall pass to Landlord under this Lease as by a bill of sale. At the end of the Term or any renewal of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all Alterations by whomsoever made, in the same condition received or first installed, broom clean and free of all debris, excepting only ordinary wear and tear and damage by fire or other casualty. Notwithstanding the foregoing, and subject to Section 6.4 above, if Landlord elects by notice given to Tenant at least thirty (30) days prior to expiration of the Term, Tenant shall, at Tenant’s sole cost, remove any Alterations, excluding carpeting, so designated by Landlord’s notice, and repair any damage caused by such removal. Tenant must, at Tenant’s sole cost, remove upon termination of this Lease, any and all of Tenant’s furniture, furnishings, equipment, movable partitions of less than full height from floor to ceiling and other trade fixtures and personal property, as well as all data/telecommunications cabling and wiring installed by or on behalf of Tenant, whether inside walls, under any raised floor or above any ceiling (collectively, “Personalty”). Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty, as well as any damage caused by such removal.

26.3 All obligations of Tenant under this Lease not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term. Upon the expiration or earlier termination of the Term, Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Tenant’s obligation for unpaid amounts due or to become due to Landlord. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant, with Tenant being liable for any additional costs upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Tenant under this Lease.
27. NOTICES. Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent contract delivery service furnishing a written record of attempted or actual delivery, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth on the Reference Pages, or at such other address as it has then last specified by written notice delivered in accordance with this Article 27, or if to Tenant at either its aforesaid address or its last known registered office or home of a general partner or individual owner, whether or not actually accepted or received by the addressee. Any such notice or document may also be personally delivered if a receipt is signed by and received from, the individual, if any, named in Tenant’s Notice Address.

28. TAXES PAYABLE BY TENANT. In addition to rent and other charges to be paid by Tenant under this Lease, Tenant shall reimburse to Landlord, upon demand, any and all taxes payable by Landlord (other than net income taxes) whether or not now customary or within the contemplation of the parties to this Lease: (a) upon, allocable to, or measured by or on the gross or net rent payable under this Lease, including without limitation any gross income tax or excise tax levied by the State, any political subdivision thereof, or the Federal Government with respect to the receipt of such rent; (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises or any portion thereof, including any sales, use or service tax imposed as a result thereof; (c) upon or measured by the Tenant’s gross receipts or payroll or the value of Tenant’s equipment, furniture, fixtures and other personal property of Tenant or leasehold improvements, alterations or additions located in the Premises; or (d) upon this transaction or any document to which Tenant is a party creating or transferring any interest of Tenant in this Lease or the Premises. In addition to the foregoing, Tenant agrees to pay, before delinquency, any and all taxes levied or assessed against Tenant and which become payable during the term hereof upon Tenant’s equipment, furniture, fixtures and other personal property of Tenant located in the Premises.

29. RELOCATION OF TENANT. Landlord, at its sole expense, on at least sixty (60) days prior written notice, may require Tenant to move from the Premises to other space of comparable size and decor in order to permit Landlord to consolidate the space leased to Tenant with other adjoining space leased or to be leased to another tenant. In the event of any such relocation, Landlord will pay all expenses of preparing and decorating the new premises so that they will be substantially similar to the Premises from which Tenant is moving, and Landlord will also pay the expense of moving Tenant’s furniture and equipment to the relocated premises. In such event this Lease and each and all of the terms and covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that revised Reference Pages and a revised Exhibit A shall become part of this Lease and shall reflect the location of the new premises. [INTENTIONALLY OMITTED.]

30. PARKING.

30.1 During the initial Term of this Lease, Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant, the number and type of parking passes as set forth on the Reference Pages of this Lease. This right to park in the Building’s parking facilities (the “Parking Facility”) shall be on an unreserved, nonexclusive, first come, first served basis, for passenger-size automobiles and is subject to the following terms and conditions:

30.1.1 Tenant shall at all times abide by and shall cause each of Tenant’s employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, “Tenant’s Parties”) to abide by any rules and regulations (“Rules”) for use of the Parking Facility that Landlord or Landlord’s garage operator reasonably establishes from time to time, and otherwise agrees to use the Parking Facility in a safe and lawful manner. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Facility from time to time including any key-card, sticker or other identification or entrance system and hours of operation. Landlord may refuse to permit any person who violates such Rules to park in the Parking Facility, and any violation of the Rules shall subject the car to removal from the Parking Facility.

30.1.2 Unless specified to the contrary above, the parking spaces hereunder shall be provided on a non-designated “first-come, first-served” basis. Landlord reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, disabled persons or for other tenants or guests, and Tenant shall not park and shall not allow Tenant’s Parties to park in any such assigned or reserved spaces. Tenant may validate visitor parking by such method as Landlord may approve, at the validation rate from time to time generally applicable to visitor parking. Tenant acknowledges that the Parking Facility may be closed entirely or in part in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the Parking Facility, or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond the operator’s reasonable control.

30.1.3 Tenant acknowledges that to the fullest extent permitted by law, Landlord shall have no liability for any damage to property or other items located in the parking areas of the Project (including without limitation, any loss or
damage to tenant’s automobile or the contents thereof due to theft, vandalism or accident), nor for any personal injuries or death arising out of the use of the Parking Facility by Tenant or any Tenant’s Parties, whether or not such loss or damage results from Landlord’s active negligence or negligent omission. The limitation on Landlord’s liability under the preceding sentence shall not apply however to loss or damage arising directly from Landlord’s willful misconduct. Without limiting the foregoing, if Landlord arranges for the parking areas to be operated by an independent contractor not affiliated with Landlord, Tenant acknowledges that Landlord shall have no liability for claims arising through acts or omissions of such independent contractor. Tenant and Tenant’s Parties each hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury or property damage occurring to Tenant or any of Tenant’s Parties arising as a result of parking in the Parking Facility, or any activities incidental thereto, wherever or however the same may occur, and further agrees that Tenant will not prosecute any claim for personal injury or property damage against Landlord or any of its officers, agents, servants or employees for any said causes of action and in all events, Tenant agrees to look first to its insurance carrier and to require that Tenant’s Parties look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the Parking Facility. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord or any Landlord Entities.

30.1.4 Tenant’s right to park as described in this Article and this Lease is exclusive to Tenant and to any Permitted Transferee and shall not pass to any assignee or sublessee without the express written consent of Landlord, which consent shall not be denied unreasonably.

30.1.5 In the event any surcharge or regulatory fee is at any time imposed by any governmental authority with reference to parking, Tenant shall (commencing after two (2) weeks’ notice to Tenant) pay, per parking pass, such surcharge or regulatory fee to Landlord in advance on the first day of each calendar month concurrently with the monthly installment of rent due under this Lease. Landlord will enforce any surcharge or fee in an equitable manner amongst the Building tenants.

30.2 If Tenant violates any of the terms and conditions of this Article, the operator of the Parking Facility shall have the right to remove from the Parking Facility any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability therefor whatsoever. In addition, Landlord shall have the right to cancel Tenant’s right to use the Parking Facility pursuant to this Article upon ten (10) days’ written notice, unless within such ten (10) day period, Tenant cures such default. If Tenant violates any of the terms and conditions of this Article, and fails to cure such default within the applicable cure period set forth above, then Tenant’s right to use the Parking Facility shall toll (and Tenant shall be prohibited from using the Parking Facility during such period of any such Tenant default) until Tenant has cured, to Landlord’s satisfaction, such default. Provided, however, that if such default occurs by one or more individual(s) more than three (3) times in any consecutive twelve (12) month period, then Landlord shall have the right, in its sole discretion, to terminate the parking rights of any such individual(s) to use the Parking Facility. Tenant shall use its best efforts to enforce such prohibition if the same is instituted. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under this Lease.

31. DEFINED TERMS AND HEADINGS. The Article headings shown in this Lease are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any provision of this Lease. Any indemnification or insurance of Landlord shall apply to and inure to the benefit of all the following “Landlord Entities”, being Landlord, Landlord’s investment manager, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them. Any option granted to Landlord shall also include or be exercisable by Landlord’s trustee, beneficiary, agents and employees, as the case may be. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms “Tenant” and “Landlord” or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. The term “rentable area” shall mean the rentable area of the Premises or the Building as calculated by the Landlord on the basis of the plans and specifications of the Building including a proportionate share of any common areas. Tenant hereby accepts and agrees to be bound by the figures for the rentable square footage of the Premises and Tenant’s Proportionate Share shown on the Reference Pages; however, Landlord may adjust either or both figures if there is manifest error, addition or subtraction to the Building or any business park or complex of which the Building is a part, remeasurement or other circumstance reasonably justifying adjustment. The term “Building” refers to the structure in which the Premises are located and the common areas (parking lots, sidewalks, landscaping, etc.) appurtenant thereto. If the Building is part of a larger complex of structures, the term “Building” may include the entire complex, where appropriate (such as shared Expenses or Taxes) and subject to Landlord’s reasonable discretion.
32. TENANT’S AUTHORITY.

32.1 If Tenant signs as a corporation, partnership, trust or other legal entity each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Building is located, that the entity has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions. Tenant agrees to deliver to Landlord, simultaneously with the delivery of this Lease, a corporate resolution, proof of due authorization by partners, opinion of counsel or other appropriate documentation reasonably acceptable to Landlord evidencing the due authorization of Tenant to enter into this Lease.

32.2 Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant.

33. FINANCIAL STATEMENTS AND CREDIT REPORTS. At Landlord’s request, Tenant shall deliver to Landlord a copy, certified by an officer of Tenant as being a true and correct copy, of Tenant’s most recent audited financial statement, or, if unaudited, certified by Tenant’s chief financial officer as being true, complete and correct in all material respects. Tenant hereby authorizes Landlord to obtain one or more credit reports on Tenant at any time, and shall execute such further authorizations as Landlord may reasonably require in order to obtain a credit report.

34. COMMISSIONS. Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except as described on the Reference Pages.

35. TIME AND APPLICABLE LAW. Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the state in which the Building is located.

36. SUCCESSORS AND ASSIGNS. Subject to the provisions of Article 9, the terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

37. ENTIRE AGREEMENT. This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations made by the Landlord or any of its representatives or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease.

38. EXAMINATION NOT OPTION. Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound by this Lease until it has received a copy of this Lease duly executed by Tenant and has delivered to Tenant a copy of this Lease duly executed by Landlord, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained in this Lease to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord any security deposit required by Article 5, the first month’s rent as set forth in Article 3 and any sum owed pursuant to this Lease.

39. RECORDATION. Tenant shall not record or register this Lease or a short form memorandum hereof without the prior written consent of Landlord, and shall pay all charges and taxes incident to such recording or registration.

40. LETTER OF CREDIT. In lieu of providing cash as a security deposit, at Tenant’s option, concurrent with Tenant’s execution and delivery of this Lease to Landlord, Tenant shall deliver to Landlord, as collateral for the full performance by Tenant of all of its obligations under this Lease and for all losses and damages Landlord may suffer as a result of Tenant’s failure to comply with one or more provisions of this Lease, including, but not limited to, any post lease termination damages under section 1951.2 of the California Civil Code, an Irrevocable Standby Letter of Credit (the “Letter of Credit”) in the amount of Fifty Thousand Dollars ($50,000.00). The following terms and conditions shall apply to the Letter of Credit:

40.1 The Letter of Credit shall be in favor of Landlord, shall be issued by Silicon Valley Bank, or a bank reasonably acceptable to Landlord with a Standard & Poor’s rating of “A” or better, shall comply with all of the terms and conditions of this Article and shall otherwise be in the form attached hereto as Exhibit F.
40.2 The Letter of Credit or any replacement Letter of Credit shall be irrevocable for the term thereof and shall automatically renew on a year to year basis until a period ending not earlier than two months subsequent to the Termination Date (the “LOC Expiration Date”) without any action whatsoever on the part of Landlord; provided that the issuing bank shall have the right not to renew the Letter of Credit by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the then current term of the Letter of Credit that it does not intend to renew the Letter of Credit. Tenant understands that the election by the issuing bank not to renew the Letter of Credit shall not, in any event, diminish the obligation of Tenant to deposit the Security Deposit or maintain such an irrevocable Letter of Credit in favor of Landlord through the LOC Expiration Date.

40.3 Landlord, or its then managing agent, upon Tenant’s failure to comply with one or more provisions of this Lease, or as otherwise specifically agreed by Landlord and Tenant pursuant to this Lease or any amendment hereof, without prejudice to any other remedy provided in this Lease or by Regulations, shall have the right from time to time to make one or more draws on the Letter of Credit and use all or part of the proceeds in accordance with Article 40.4 below. In addition, if Tenant fails to furnish a renewal or replacement letter of credit complying with all of the provisions of this Article 40 at least sixty (60) days prior to the stated expiration date of the Letter of Credit then held by Landlord, Landlord may draw upon such Letter of Credit and hold the proceeds thereof (and such proceeds need not be segregated) in accordance with the terms of this Article 40. Funds may be drawn down on the Letter of Credit upon presentation to the issuing bank of Landlord’s (or Landlord’s then managing agent’s) certification set forth in Exhibit F.

40.4 Tenant acknowledges and agrees (and the Letter of Credit shall so state) that the Letter of Credit shall be honored by the issuing bank without inquiry as to the truth of the statements set forth in such draw request and regardless of whether the Tenant disputes the content of such statement. The proceeds of the Letter of Credit shall constitute Landlord’s sole and separate property (and not Tenant’s property or the property of Tenant’s bankruptcy estate) and Landlord may immediately upon any draw (and without notice to Tenant) apply or offset the proceeds of the Letter of Credit: (a) against any rent or other amounts payable by Tenant under this Lease that is not paid when due; (b) against all losses and damages that Landlord has suffered or that Landlord reasonably estimates that it may suffer as a result of Tenant’s failure to comply with one or more provisions of this Lease, including any damages arising under Section 1951.2 of the California Civil Code following termination of this Lease; (c) against any costs incurred by Landlord in connection with this Lease (including attorneys’ fees); and (d) against any other amount that Landlord may spend or become obligated to spend by reason of Tenant’s default. Provided Tenant has performed all of its obligations under this Lease, Landlord agrees to pay to Tenant within sixty (60) days after the LOC Expiration Date the amount of any proceeds of the Letter of Credit received by Landlord and not applied as allowed above; provided, that if prior to the LOC Expiration Date a voluntary petition is filed by Tenant or any guarantor, or an involuntary petition is filed against Tenant or any Guarantor by any of Tenant’s or guarantor’s creditors, under the Federal Bankruptcy Code, then Landlord shall not be obligated to make such payment in the amount of the unused Letter of Credit proceeds until either all preference issues relating to payments under this Lease have been resolved in such bankruptcy or reorganization case or such bankruptcy or reorganization case has been dismissed, in each case pursuant to a final court order not subject to appeal or any stay pending appeal.

40.5 If, as result of any application or use by Landlord of all or any part of the Letter of Credit, the amount of the Letter of Credit shall be less than the amount set forth in this Article 40, Tenant shall, within five (5) days thereof, provide Landlord with additional letter(s) of credit in an amount equal to the deficiency (or a replacement letter of credit in the total amount required pursuant to this Article 40), and any such additional (or replacement) letter of credit shall comply with all of the provisions of this Article 40, and if Tenant fails to comply with the foregoing, notwithstanding anything to the contrary contained in this Lease, the same shall constitute an incurable Event of Default by Tenant. Tenant further covenants and warrants that it will neither assign nor encumber the Letter of Credit or any part thereof and that neither Landlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

40.6 Landlord may, at any time and without notice to Tenant and without first obtaining Tenant’s consent thereto, transfer all or any portion of its interest in and to the Letter of Credit to another party, person or entity, including Landlord’s mortgagee and/or to have the Letter of Credit reissued in the name of Landlord’s mortgagee. If Landlord transfers its interest in the Building and transfers the Letter of Credit (or any proceeds thereof then held by Landlord) in whole or in part to the transferee, Landlord shall, without any further agreement between the parties hereto, thereupon be released by Tenant from all liability therefor. The provisions hereof shall apply to every transfer or assignment of all or any part of the Letter of Credit to a new landlord. In connection with any such transfer of the Letter of Credit by Landlord, Tenant shall, at Tenant’s sole cost and expense, execute and submit to the issuer of the Letter of Credit such applications, documents and instruments as may be necessary to effectuate such transfer. Tenant shall be responsible for paying the issuer’s transfer and
processing fees in connection with any transfer of the Letter of Credit and, if Landlord advances any such fees (without having any obligation to do so), Tenant shall reimburse Landlord for any such transfer or processing fees within ten (10) days after Landlord’s written request therefor.

40.7 If the Letter of Credit expires earlier than the LOC Expiration Date, or the issuing bank notifies Landlord that it shall not renew the Letter of Credit, Landlord shall accept a renewal thereof or substitute letter credit (such renewal or substitute Letter of Credit to be in effect not later than sixty (60) days prior to the expiration thereof), irrevocable and automatically renewable through the LOC Expiration Date upon the same terms as the expiring Letter of Credit or upon such other terms as may be acceptable to Landlord. However, if (a) the Letter of Credit is not timely renewed, or (b) a substitute Letter of Credit, complying with all of the terms and conditions of this paragraph is not timely received, Landlord may present such Letter of Credit to the issuing bank, and the entire sum so obtained shall be paid to Landlord, to be held by Landlord in accordance with Article 5 of this Lease. Notwithstanding the foregoing, Landlord shall be entitled to receive from Tenant all attorneys’ fees and costs incurred in connection with the review of any proposed substitute Letter of Credit pursuant to this Section.

40.8 Landlord and Tenant (a) acknowledge and agree that in no event or circumstance shall the Letter of Credit or any renewal thereof or substitute thereof or any proceeds thereof be deemed to be or treated as a “security deposit” under any Regulation applicable to security deposits in the commercial context including Section 1950.7 of the California Civil Code, as such section now exist or as may be hereafter amended or succeeded (“Security Deposit Laws”), (b) acknowledge and agree that the Letter of Credit (including any renewal thereof or substitute thereof or any proceeds thereof) is not intended to serve as a security deposit, and the Security Deposit Laws shall have no applicability or relevancy thereto, and (c) waive any and all rights, duties and obligations either party may now or, in the future, have relating to or arising from the Security Deposit Laws. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code and all other provisions of Regulations, now or hereafter in effect, which (i) establish the time frame by which Landlord must refund a security deposit under a lease, and/or (ii) provide that Landlord may claim from the security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums specified above in this Section 40.8 and/or those sums reasonably necessary to compensate Landlord for any loss or damage caused by Tenant’s breach of this Lease or the acts or omission of Tenant or any other Tenant Entities, including any damages Landlord suffers following termination of this Lease.

41. OPTION TO RENEW. Provided this Lease is in full force and effect and Tenant is not in default under any of the other terms and conditions of this Lease beyond any applicable cure periods and (a) Tenant occupies the entirety of the Building located at 1390 McCarthy Boulevard (also known as 890 Tasman Drive) at the time of notification or commencement, Tenant shall have one (1) option to renew (the “Renewal Option”) this Lease for a term of five (5) years (the “Renewal Term”), for the entirety of the Building being leased by Tenant as of the date the Renewal Term is to commence, or (b) if Tenant does not occupy the entirety of the Building at the time of notification or commencement, then Tenant shall have one (1) Renewal Option for a Renewal Term that shall be co-terminous with the then-current term of the adjacent tenant occupying the Building. Any Renewal Term shall be on the same terms and conditions set forth in the Lease, except as modified by the terms, covenants and conditions as set forth below:

41.1 If Tenant elects to exercise the Renewal Option, then Tenant shall provide Landlord with written notice no earlier than the date which is three hundred and sixty five (365) days prior to the expiration of the Term of this Lease but no later than the date which is one hundred eighty (180) days prior to the expiration of the Term of this Lease. Tenant fails to provide such notice, Tenant shall have no further or additional right to extend or renew the Term of this Lease.

41.2 The Annual Rent and Monthly Installment of Rent in effect at the expiration of the then current Term of this Lease shall be increased to reflect the Prevailing Market (defined below) rate as of the date the Renewal Term is to commence, taking into account the specific provisions of this Lease which will remain constant. Landlord shall advise Tenant of the new Annual Rent and Monthly Installment of Rent for the Premises no later than thirty (30) days after receipt of Tenant’s written request therefor. Said request shall be made no earlier than thirty (30) days prior to the first date on which Tenant may exercise its Renewal Option under this Article 41. If Tenant and Landlord are unable to agree on the Prevailing Market for the Renewal Term not later than sixty (60) days prior to the expiration of the Term, then Landlord and Tenant shall each appoint a qualified MAI appraiser doing business in the area, in turn those two independent MAI appraisers shall appoint a third MAI appraiser and the majority shall decide upon the fair market rental for the Premises as of the expiration of the Term. Landlord and Tenant shall equally share in the expense of this appraisal except that in the event the Annual Rent and Monthly Installment of Rent is found to be within five percent (5%) of the original rate quoted by Landlord, then Tenant shall bear the full cost of all the appraisal process.

41.3 This Renewal Option is not transferable; the parties hereto acknowledge and agree that they intend that the aforesaid option to renew this Lease shall be “personal” to Tenant and any Permitted Transferee (as defined in Section 9.8 of this Lease) as set forth above and that in no event will any assignee or sublessee have any rights to exercise the aforesaid option to renew.
41.4 If the Renewal Option is validly exercised or if Tenant fails to validly exercise the Renewal Option, Tenant shall have no further right to extend the term of this Lease.

41.5 For purposes of this Renewal Option, “Prevailing Market” shall mean the arms length fair market annual rental rate per rentable square foot under renewal leases and amendments entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Premises in the Building and buildings comparable to the Building in the same rental market in the Milpitas, California area as of the date the Renewal Term is to commence, taking into account the specific provisions of this Lease which will remain constant. The determination of Prevailing Market shall take into account any material economic differences between the terms of this Lease and any comparison lease or amendment, such as rent abatements, construction costs and other concessions and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes. The determination of Prevailing Market shall also take into consideration any reasonably anticipated changes in the Prevailing Market rate from the time such Prevailing Market rate is being determined and the time such Prevailing Market rate will become effective under this Lease.

42. SIGNAGE. During the Term, Tenant shall be entitled to install its own signage at the front door and one (1) door located at the back of the Premises at a location acceptable to Landlord and in accordance with the Building’s Approved Signage, as attached in Exhibit G to this Lease, and otherwise in accordance with the terms of this Lease. Such signage will be designed and constructed at Tenant’s sole cost and expense. All signs shall be in compliance with applicable Regulations, including those of the City of Milpitas, and shall be subject to Landlord’s approval and approval of any public authorities having jurisdiction. Tenant shall be responsible for any electrical energy used in connection with its signs, repairs and maintenance necessary to maintain the signs in their original condition. All of Tenant’s signage shall at all times remain the property of Tenant and Tenant must remove such signage at the expiration or earlier termination of this Lease. Tenant shall repair any damage caused in the removal of its signage and restore the Premises and/or the Building to its condition prior to the installation of such signage.

43. MONUMENT SIGN.

43.1 Tenant shall have the right to have its name listed on the monument sign for the Building inset from the corner of Tasman and McCarthy Boulevards (the “Monument Sign”), subject to the terms of this Article 43. The design, size and color of Tenant’s signage with Tenant’s name to be included on the Monument Sign, and the manner in which it is attached to the Monument Sign, shall comply with all applicable Regulations and shall be subject to the approval of Landlord and any applicable governmental authorities. Landlord reserves the right to withhold consent to any sign that, in the sole judgment of Landlord, is not harmonious with the design standards of the Building and Monument Sign. Landlord shall have the right to require that all names on the Monument Sign be of the same size and style. Tenant must obtain Landlord’s written consent to any proposed signage and lettering prior to its fabrication and installation. Tenant’s right to place its name on the Monument Sign, and the location of Tenant’s name on the Monument Sign, shall be subject to the existing rights of existing tenants in the Building, and the location of Tenant’s name on the Monument Sign shall be further subject to Landlord’s reasonable approval. To obtain Landlord’s consent, Tenant shall submit design drawings to Landlord showing the type and sizes of all lettering; the colors, finishes and types of materials used; and (if applicable and Landlord consents in its sole discretion) any provisions for illumination. Although the Monument Sign will be maintained by Landlord, Tenant shall pay its proportionate share of the cost of any maintenance and repair associated with the Monument Sign. In the event that additional names are listed on the Monument Sign, all future costs of maintenance and repair shall be prorated between Tenant and the other parties that are listed on such Monument Sign.

43.2 Tenant’s name on the Monument Sign shall be designed, constructed, installed, insured, maintained, repaired and removed from the Monument Sign all at Tenant’s sole risk, cost and expense. Tenant, at its cost, shall be responsible for the maintenance, repair or replacement of Tenant’s signage on the Monument Sign, which shall be maintained in a manner reasonably satisfactory to Landlord.

43.3 Upon the expiration or earlier termination of this Lease, or if during the Term (and any extensions thereof) Tenant is in default under the terms of this Lease after the expiration of applicable cure periods then Tenant’s rights granted herein will terminate and Landlord may remove Tenant’s name from the Monument Sign at Tenant’s sole cost and expense and restore the Monument Sign to the condition it was in prior to installation of Tenant’s signage thereon, ordinary wear and tear excepted. The cost of such removal and restoration shall be payable as additional rent within five (5) days of Landlord’s demand.

43.4 The rights provided in this Article shall be non-transferable unless otherwise agreed by Landlord in writing in its sole discretion.
44. ROOF SPACE FOR DISH/ANTENNA.

44.1 Tenant shall have the right to lease space on the roof of the Building for the purpose of installing (in accordance with Section 6 of the Lease), operating and maintaining a 24 inch high dish/antenna or other communication device approved by the Landlord (the “Dish/Antenna”). The exact location of the space on the roof to be leased by Tenant shall be designated by Landlord and shall not exceed approximately 20 inches by 24 inches (the “Roof Space”). Tenant shall not charge any rent for the Dish/Antenna during the Term or a renewal thereof. Landlord reserves the right to relocate the Roof Space as reasonably necessary during the Term. Landlord’s designation shall take into account Tenant’s use of the Dish/Antenna. Notwithstanding the foregoing, Tenant’s right to install the Dish/Antenna shall be subject to the approval rights of Landlord and Landlord’s architect and/or engineer with respect to the plans and specifications of the Dish/Antenna, the manner in which the Dish/Antenna is attached to the roof of the Building and the manner in which any cables are run to and from the Dish/Antenna. The precise specifications and a general description of the Dish/Antenna along with all documents Landlord reasonably requires to review the installation of the Dish/Antenna (the “Plans and Specifications”) shall be submitted to Landlord for Landlord’s written approval no later than 20 days before Tenant commences to install the Dish/Antenna. Tenant shall be solely responsible for obtaining all necessary governmental and regulatory approvals and for the cost of installing, operating, maintaining and removing the Dish/Antenna. Tenant shall notify Landlord upon completion of the installation of the Dish/Antenna. If Landlord determines that the Dish/Antenna equipment does not comply with the approved Plans and Specifications, that the Building has been damaged during installation of the Dish/Antenna or that the installation was defective, Landlord shall notify Tenant of any noncompliance or detected problems and Tenant immediately shall cure the defects. If the Tenant fails to immediately cure the defects, Tenant shall pay to Landlord upon demand the cost, as reasonably determined by Landlord, of correcting any defects and repairing any damage to the Building caused by such installation. If at any time Landlord, in its sole discretion, deems it necessary, Tenant shall provide and install, at Tenant’s sole cost and expense, appropriate aesthetic screening, reasonably satisfactory to Landlord, for the Dish/Antenna (the “Aesthetic Screening”).

44.2 Landlord agrees that Tenant, upon reasonable prior written notice to Landlord, shall have access to the roof of the Building and the Roof Space for the purpose of maintaining, repairing and removing the Dish/Antenna, the appurtenances and the Aesthetic Screening, if any, all of which shall be performed by Tenant or Tenant’s authorized representative or contractors, which shall be approved by Landlord, at Tenant’s sole cost and risk. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Tenant, FCC (defined below) inspectors, or persons under their direct supervision will be permitted to have access to the roof of the Building and the Roof Space. Tenant further agrees to exercise firm control over the people requiring access to the roof of the Building and the Roof Space in order to keep to a minimum the number of people having access to the roof of the Building and the Roof Space and the frequency of their visits. It is further understood and agreed that the installation, maintenance, operation and removal of the Dish/Antenna, the appurtenances and the Aesthetic Screening, if any, is not permitted to damage the Building or the roof thereof, or interfere with the use of the Building and roof by Landlord. Tenant agrees to be responsible for any damage caused to the roof or any other part of the Building, which may be caused by Tenant or any Tenant Entity.

44.3 Tenant agrees to install and maintain only equipment of types and frequencies which will not cause unreasonable interference to Landlord or any other tenant of the Building. In the event Tenant’s equipment causes such interference, Tenant will change the frequency on which it transmits and/or receives and take any other steps necessary to eliminate the interference. If said interference cannot be eliminated within a reasonable period of time, in the judgment of Landlord, then Tenant agrees to remove the Dish/Antenna from the Roof Space. Tenant shall, at its sole cost and expense, and at its sole risk, operate and maintain the Dish/Antenna in a good and workmanlike manner, and in compliance with all Building, electric, communication, and safety codes, ordinances, standards, regulations and requirements, now in effect or hereafter promulgated, of the Federal Government, including, without limitation, the Federal Communications Commission (the “FCC”), the Federal Aviation Administration (“FAA”) or any successor agency of either the FCC or FAA having jurisdiction over radio or telecommunications, and of the state, city and county in which the Building is located. Under this Lease, the Landlord and its agents assume no responsibility for the licensing, operation and/or maintenance of Tenant’s equipment. Tenant has the responsibility of carrying out the terms of its FCC license in all respects. The Dish/Antenna shall be connected to Landlord’s power supply in strict compliance with all applicable Building, electrical, fire and safety codes. Neither Landlord nor any Tenant Entity shall be liable to Tenant for any stoppages or shortages of electrical power furnished to the Dish/Antenna or the Roof Space because of any act, omission or requirement of the public utility serving the Building, or the act or omission of any other tenant, invitee or licensee or their respective agents, employees or contractors, or for any other cause beyond the reasonable control of Landlord, and Tenant shall not be entitled to any rental abatement for any such stoppage or shortage of electrical power. Neither Landlord nor any Tenant Entity shall have any responsibility or liability for the conduct or safety of any of Tenant’s representatives, repair, maintenance and engineering personnel while in or on any part of the Building or the Roof Space.
44.4 The Dish/Antenna, the appurtenances and the Aesthetic Screening, if any, shall remain the personal property of Tenant, and shall be removed by Tenant at its own expense at the expiration or earlier termination of this Lease or Tenant’s right to possession hereunder. Tenant shall repair any damage caused by such removal, including the patching of any holes to match, as closely as possible, the color surrounding the area where the equipment and appurtenances were attached. Tenant agrees to maintain all of the Tenant’s equipment placed on or about the roof or in any other part of the Building in proper operating condition and maintain same in satisfactory condition as to appearance and safety in Landlord’s sole discretion. Such maintenance and operation shall be performed in a manner to avoid any interference with any other tenants or Landlord. Tenant agrees that at all times during the Term, it will keep the roof of the Building and the Roof Space free of all trash or waste materials produced by Tenant or Tenant’s agents, employees or contractors.

44.5 In light of the specialized nature of the Dish/Antenna, Tenant shall be permitted to utilize the services of its choice for operation, removal and repair of the Dish/Antenna, the appurtenances and the Aesthetic Screening, if any, subject to the reasonable approval of Landlord. Notwithstanding the foregoing, Tenant must provide Landlord with prior written notice of any such removal or repair and coordinate such work with Landlord in order to avoid voiding or otherwise adversely affecting any warranties granted to Landlord with respect to the roof. If necessary, Tenant, at its sole cost and expense, shall retain any contractor having a then existing warranty in effect on the roof to perform such work (to the extent that it involves the roof), or, at Tenant’s option, to perform such work in conjunction with Tenant’s contractor. In the event the Landlord contemplates roof repairs that could affect Tenant’s Dish/Antenna, or which may result in an interruption of the Tenant’s telecommunication service, Landlord shall formally notify Tenant at least thirty (30) days in advance (except in cases of an emergency) prior to the commencement of such contemplated work in order to allow Tenant to make other arrangements for such service.

44.6 Tenant shall not allow any provider of telecommunication, video, data or related services (“Communication Services”) to locate any equipment on the roof of the Building or in the Roof Space for any purpose whatsoever, nor may Tenant use the Roof Space and/or Dish/Antenna to provide Communication Services to an unaffiliated tenant, occupant or licensee of another building, or to facilitate the provision of Communication Services on behalf of another Communication Services provider to an unaffiliated tenant, occupant or licensee of the Building or any other building. Tenant specifically acknowledges and agrees that the terms and conditions of Article 10 of this Lease shall apply with full force and effect to the Roof Space and any other portions of the roof accessed or utilized by Tenant, its representatives, agents, employees or contractors.

44.7 If Tenant defaults under any of the terms and conditions of this Section or this Lease, and Tenant fails to cure said default within the time allowed by Article 18 of this Lease, Landlord shall be permitted to exercise all remedies provided under the terms of this Lease, including removing the Dish/Antenna, the appurtenances and the Aesthetic Screening, if any, and restoring the Building and the Roof Space to the condition that existed prior to the installation of the Dish/Antenna, the appurtenances and the Aesthetic Screening, if any. If Landlord removes the Dish/Antenna, the appurtenances and the Aesthetic Screening, if any, as a result of an uncured default, Tenant shall be liable for all costs and expenses Landlord incurs in removing the Dish/Antenna, the appurtenances and the Aesthetic Screening, if any, and repairing any damage to the Building, the roof of the Building and the Roof Space caused by the installation, operation or maintenance of the Dish/Antenna, the appurtenances, and the Aesthetic Screening, if any. Tenant’s rights pursuant to this Article 44 are personal to the named Tenant under this Lease and are not transferable.

45. LIMITATION OF LANDLORD’S LIABILITY. Redress for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord’s interest in the Building. The obligations of Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager’s trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Lease Reference Date set forth in the Reference Pages of this Lease.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: RREEF Management Company,
a Delaware corporation, its Authorized Agent

By: /s/ James H. Ida
Name: James H. Ida
Title: Vice Pres, Dist Mgr
Dated: 1/24/08

TENANT:

FIREEYE, INC.,
a Delaware corporation

By: /s/ Ashar Aziz
Name: ASHAR AZIZ
Title: CEO
Dated: 1/24/2008

By: /s/ Zane M. Taylor
Name: Zane M. Taylor
Title: V.P. Operations
Dated: 1/24/2008
EXHIBIT A – FLOOR PLAN DEPICTING THE PREMISES
attached to and made a part of the Lease bearing the
Lease Reference Date of January 15, 2008 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and
FIREYE, INC., a Delaware corporation, as Tenant

1390 McCarthy Boulevard, Milpitas

Exhibit A is intended only to show the general layout of the Premises as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord’s rights set forth in Article 17 of the Lease with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.
EXHIBIT A-1 – SITE PLAN
attached to and made a part of the Lease bearing the
Lease Reference Date of January 15, 2008 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and
FIREYE, INC., a Delaware corporation, as Tenant
1390 McCarthy Boulevard, Milpitas

Exhibit A-1 is intended only to show the general layout of the Building and/or the project of which the Building is a part as of the beginning of the Term of the Lease. It does not in any way supersede any of Landlord’s rights set forth in Article 17 of the Lease with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate, and the location and number of parking spaces should be taken as approximate.

Site Plan

Not to scale
EXHIBIT B – INITIAL ALTERATIONS

attached to and made a part of the Lease bearing the Lease Reference Date of January 15, 2008 between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

1390 McCarthy Boulevard, Milpitas

I. Landlord Work:

1. Landlord, at its sole cost and expense (subject to the terms and provisions of Section 1.2 below) shall perform improvements to the Premises in accordance with the following work list (the “Work List”) using Building standard methods, materials and finishes. The improvements to be performed in accordance with the Work List are hereinafter referred to as the “Landlord Work”. Landlord shall enter into a direct contract for the Landlord Work with a general contractor selected by Landlord. In addition, Landlord shall have the right to select and/or approve of any subcontractors used in connection with the Landlord Work.

WORK LIST

A. Remove the oven in the lab area located within the Premises;
B. Remove all pre-existing cabling and telecommunication wiring located within the Premises;
C. Extend the electrical room wall to enclose the electrical transformer and panel supplying power to Tenant’s Premises, as depicted in Exhibit B-1; and,
D. Install an EMon DMon device to separately monitor the adjacent premises as well as exterior electrical usage.

2. All other work and upgrades, subject to Landlord’s approval, shall be at Tenant’s sole cost and expense, plus any applicable state sales or use tax thereon, payable upon demand as additional rent. Tenant shall be responsible for any Tenant Delay in completion of the Premises resulting from any such other work and upgrades requested or performed by Tenant.

3. Landlord’s supervision or performance of any work for or on behalf of Tenant shall not be deemed to be a representation by Landlord that such work complies with applicable insurance requirements, building codes, ordinances, laws or regulations or that the improvements constructed will be adequate for Tenant’s use.

4. Tenant hereby acknowledges and agrees that the Landlord Work may be performed by Landlord prior to or after the Commencement Date and Landlord’s performance of such Landlord Work shall in no event affect the Commencement Date nor render Landlord liable for any damages or other claims by Tenant or be deemed a constructive eviction of Tenant of the Premises or entitle Tenant to any credit, abatement or adjustment of rent or other sums payable under the Lease.

II. Initial Alterations:

1. Tenant, following the delivery of the Premises by Landlord and the full and final execution and delivery of the Lease to which this Exhibit B is attached and all prepaid rental, the Security Deposit and insurance certificates required under the Lease, shall have the right to perform alterations and improvements in the Premises (the “Initial Alterations”). Notwithstanding the foregoing, Tenant and its contractors shall not have the right to perform Initial Alterations in the Premises unless and until Tenant has complied with all of the terms and conditions of Article 6 of the Lease, including, without limitation, approval by Landlord of the final plans for the Initial Alterations and the contractors to be retained by Tenant to perform such Initial Alterations. Tenant shall be responsible for all elements of the design of Tenant’s plans (including, without limitation, compliance with law, functionality of design, the structural integrity of the design, the configuration of the premises and the placement of Tenant’s furniture, appliances and equipment), and Landlord’s approval of Tenant’s plans shall in no event relieve Tenant of the responsibility for such design. Tenant shall be entitled to select its own general contractor to perform the Initial Alterations, subject to Landlord’s approval which approval shall not be unreasonably withheld. The parties agree that Landlord’s approval of the general contractor to perform the Initial Alterations shall not be considered to be unreasonably withheld if any such general contractor (a) does not have trade references reasonably acceptable to Landlord, (b) does not maintain insurance as required pursuant to the terms of the Lease, (c) does not have the ability to be bonded for the work in an amount of no less than one hundred fifty percent (150%) of the total estimated cost of the Initial Alterations, (d) does not provide current financial statements reasonably acceptable to Landlord, or (e) is not licensed as a contractor in the state/municipality in which the Premises is located. Tenant acknowledges the foregoing is not intended to be an exclusive list of the reasons why Landlord may reasonably withhold its consent to a general contractor.

B-1
2. Provided Tenant is not in default, Landlord agrees to contribute the sum of $111,487.20, that is, $6.60 per rentable square foot of the Premises, (the “Allowance”) toward the cost of performing the Initial Alterations in preparation of Tenant’s occupancy of the Premises. The Allowance may only be used for the cost of preparing design and construction documents and mechanical and electrical plans for the Initial Alterations, but only to the extent set forth in Section 4 below, for hard costs in connection with the Initial Alterations and, subject to Landlord’s prior approval, for the installation of network and data cabling. The Allowance shall be paid to Tenant or, at Landlord’s option, to the order of the general contractor that performed the Initial Alterations, within thirty (30) days following receipt by Landlord of (a) receipted bills covering all labor and materials expended and used in the Initial Alterations; (b) sworn contractor’s affidavit from the general contractor and a request to disburse from Tenant containing an approval by Tenant of the work done; (c) full and final waivers of lien; (d) as-built plans of the Initial Alterations; and (e) the certification of Tenant and its architect that the Initial Alterations have been installed in a good and workmanlike manner in accordance with the approved plans, and in accordance with applicable laws, codes and ordinances. The Allowance shall be disbursed in the amount reflected on the receipted bills meeting the requirements above. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to disburse any portion of the Allowance during the continuance of an uncured default under the Lease, and Landlord’s obligation to disburse shall only resume when and if such default is cured.

3. In no event shall the Allowance be used for the purchase of equipment, furniture or other items of personal property of Tenant. If Tenant does not submit a request for payment of the entire Allowance to Landlord in accordance with the provisions contained in this Exhibit B by June 30, 2008, any unused amount shall accrue to the sole benefit of Landlord, it being understood that Tenant shall not be entitled to any credit, abatement or other concession in connection therewith. Tenant shall be responsible for all applicable state sales or use taxes, if any, payable in connection with the Initial Alterations and/or Allowance. Landlord shall be entitled to charge a construction management fee for Landlord’s oversight of any alterations and work performed by Tenant in preparation of its occupancy of the Premises in an amount equal to three percent (3%) of the total cost of said work; provided, however, said construction management fee shall not apply to the Initial Alterations depicted in Exhibit B-1, attached hereto.

4. In addition to the above described Allowance, Landlord, provided Tenant is not in default, agrees to provide Tenant with a preliminary space plan (the “Space Plan”), permit Tenant to make comments to the Space Plan, and to make one (1) revision to said Space Plan. If any meetings are required in connection with the Space Plan, the cost for such meetings shall be included in the Allowance. Tenant acknowledges and agrees that it shall not be entitled to any credit, offset, abatement or payment with respect to any services provided by Landlord in connection with the Space Plan pursuant to this Section 4.

5. Tenant agrees to accept the Premises in its “as-is” condition and configuration, it being agreed that Landlord shall not be required to perform any work or, except as provided above with respect to the Landlord Work, Restroom Compliance Work Allowance and the Allowance, incur any costs in connection with the construction or demolition of any improvements in the Premises.

III. Miscellaneous:

1. This Exhibit B shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.
EXHIBIT B-1 – DEPICTION OF INITIAL ALTERATIONS
attached to and made a part of the Lease bearing the Lease Reference Date of January 15, 2008 between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREYE, INC., a Delaware corporation, as Tenant

1390 McCarthy Boulevard, Milpitas
EXHIBIT C – COMMENCEMENT DATE MEMORANDUM

attached to and made a part of the Lease bearing the
Lease Reference Date of January 15, 2008 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and
FIREEYE, INC., a Delaware corporation, as Tenant

1390 McCarthy Boulevard, Milpitas

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM, made as of ____, 20__, by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”) and FIREEYE, INC., a Delaware corporation (“Tenant”).

Recitals:

A. Landlord and Tenant are parties to that certain Lease, dated for reference January 15, 2008 (the “Lease”) for certain premises (the “Premises”) consisting of approximately 15,891 square feet at the building currently known as Milpitas Business Park.

B. Tenant is in possession of the Premises and the Term of the Lease has commenced.

C. Landlord and Tenant desire to enter into this Memorandum confirming the Commencement Date, the Termination Date and other matters under the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The initial Commencement Date is __________.

2. The initial Termination Date is __________.

3. The schedule of the Annual Rent and the Monthly Installment of Rent set forth on the Reference Pages is deleted in its entirety, and the following is substituted therefor:

   [insert rent schedule]

4. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: RREEF Management Company,
a Delaware corporation, its Authorized Agent

By: ____________________________
Name: ____________________________
Title: ____________________________
Dated: ____________________________, 2007

TENANT:

FIREEYE, INC.,
a Delaware corporation

By: ____________________________
Name: ____________________________
Title: ____________________________
Dated: ____________________________, 2007
1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside (which may be visible from the exterior) of the Building without the prior written consent of the Landlord. Landlord shall have the right to remove, at Tenant’s expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at Tenant’s expense by a vendor designated or approved by Landlord. In addition, Landlord reserves the right to change from time to time the format of the signs or lettering and to require previously approved signs or lettering to be appropriately altered.

2. If Landlord objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the opinion of Landlord, from outside the Premises.

3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, or stairways of the Building. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building.

4. Any directory of the Building, if provided, will be exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names.

5. Tenant shall be responsible for providing janitorial service for the Premises at its sole cost and expense, and Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide janitorial service to the Premises. The janitorial services shall be performed by Tenant’s employees or a bonded union janitorial contractor, which contractor (if applicable) shall be reasonably approved by Landlord. Tenant shall comply with all rules and regulations which Landlord may reasonably establish for the proper functioning and protection of any common systems of the Building. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any Tenant’s property by the janitor or any other employee or any other person.

6. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown into any of them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

7. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord. Tenant will comply with any and all recycling procedures designated by Landlord.

8. Landlord will furnish Tenant two (2) keys free of charge to each door in the Premises that has a passage way lock. Landlord may charge Tenant a reasonable amount for any additional keys, and Tenant shall not make or have made additional keys on its own. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises. Notwithstanding the above, Tenant will have access to and will be able to make at its expense, key cards for the front entry and all other entries to the Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

9. If Tenant requires telephone, data, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord.

10. Tenant shall not place a load upon any floor which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary.
to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space in the Building to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant’s expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration. Landlord will not be responsible for loss of or damage to any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

11. Landlord shall in all cases retain the right to control and prevent access to the Building of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation or interests of the Building and its tenants, provided that nothing contained in this rule shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

12. Tenant shall not use any method of heating or air conditioning other than that supplied or approved in writing by Landlord.

13. Tenant shall not waste electricity, water or air conditioning. Tenant shall keep corridor doors closed. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for non compliance with this rule.

14. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole discretion, and which consent may in any event be conditioned upon Tenant’s execution of Landlord’s standard form of license agreement. Tenant shall be responsible for any interference caused by such installation.

15. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster, or dry wall (except for pictures, tackboards and similar office uses) or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

16. Tenant shall not install, maintain or operate upon the Premises any vending machine without Landlord’s prior written consent, except that Tenant may install food and drink vending machines solely for the convenience of its employees.

17. No cooking shall be done or permitted by any tenant on the Premises, except that Underwriters’ Laboratory approved microwave ovens or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted provided that such equipment and use is in accordance with all applicable Regulations.

18. Tenant shall not use any hand trucks except those equipped with the rubber tires and side guards, and may use such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building. Forklifts which operate on asphalt areas shall only use tires that do not damage the asphalt.

19. Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed in any parking lot.

20. Tenant shall not use the name of the Building or any photograph or likeness of the Building in connection with or in promoting or advertising Tenant’s business, except that Tenant may include the Building name in Tenant’s address. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building.

21. Tenant shall not permit smoking or carrying of lighted cigarettes or cigars other than in areas designated by Landlord as smoking areas.

22. Canvassing, soliciting, distribution of handbills or any other written material in the Building is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any good or merchandise in the Building without the written consent of Landlord.

23. Tenant shall not permit any animals other than service animals, e.g. seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the Building.
24. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

25. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order in and about the Building. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant’s employees, agents, clients, customers, invitees and guests.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
EXHIBIT E — EARLY POSSESSION AGREEMENT
attached to and made a part of the Lease bearing the
Lease Reference Date of January 15, 2008 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and
FIREYE, INC., a Delaware corporation, as Tenant

1390 McCarthy Boulevard, Milpitas

EARLY POSSESSION AGREEMENT

Reference is made to that Lease dated January 15, 2008, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”) and FIREYE, INC., a Delaware corporation (“Tenant”), for the premises located in the City of Milpitas, County of Santa Clara, State of California, commonly known as Milpitas Business Park.

It is hereby agreed that, notwithstanding anything to the contrary contained in the Lease but subject to the terms of Section 2.3 of the Lease, Tenant may occupy the Premises on . The first Monthly Installment of Rent is due on .

Landlord and Tenant agree that all the terms and conditions of the above referenced Lease are in full force and effect as of the date of Tenant’s possession of the Premises prior to the Commencement Date pursuant to Section 2.3 other than the payment of rent.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: RREEF Management Company, a Delaware corporation, its Authorized Agent

By: Name: DO NOT SIGN

Title: Name: DO NOT SIGN

Dated: Dated:

TENANT:

FIREYE, INC,
a Delaware corporation

By: Name: DO NOT SIGN

Title: Name: DO NOT SIGN

Dated: Dated:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
EXHIBIT F — FORM OF LETTER OF CREDIT
attached to and made a part of the Lease bearing the
Lease Reference Date of January 15, 2008 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and
FIREEYE, INC., a Delaware corporation, as Tenant

1390 McCarthy Boulevard, Milpitas

[Name of Financial Institution]

Irrevocable Standby
Letter of Credit
No. ______________________

Issuance Date: ______________________
Expiration Date: ______________________
Applicant: ______________________

Beneficiary
SILICON VALLEY CA-I, LLC, a Delaware limited liability company
C/O RREEF Management Company
3303 Octavius Drive, Suite 102
Santa Clara, California 95054
Attention: Property Manager

Ladies/Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit in your favor for the account of the above referenced Applicant in the amount of Fifty Thousand Dollars ($50,000.00) available for payment at sight by your draft drawn on us when accompanied by the following documents:

1. The original of this Irrevocable Standby Letter of Credit and any amendments thereto.
2. Beneficiary’s dated statement purportedly signed by an authorized signatory reading: “This draw in the amount of U.S. Dollars ($ ) represents funds due and owing to us pursuant to the terms of that certain lease by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as landlord, and FIREEYE, INC., a Delaware corporation, as tenant, and/or any amendment to the lease or any other agreement between such parties related to the lease.”

It is a condition of this Irrevocable Standby Letter of Credit that it will be considered automatically extended without amendment for a one year period upon the expiration date set forth above and upon each anniversary of such date, unless at least 60 days prior to such expiration date or applicable anniversary thereof, we notify you in writing, by certified mail return receipt requested or by overnight courier service, that we elect not to so renew this Irrevocable Standby Letter of Credit. A copy of any such notice shall also be sent, in the same manner, to: RREEF Management Company, 875 North Michigan Avenue, 41st Floor, Chicago, Ill. 60611-1901, Attention: Ms. Mary Finley. In addition to the foregoing, we understand and agree that you may draw upon this Irrevocable Standby Letter of Credit in accordance with 1 and 2 above in the event that we elect not to renew this Irrevocable Standby Letter of Credit and, in addition, you provide us with a dated statement purportedly signed by an authorized signatory of Beneficiary stating that the Applicant has failed to provide you with an acceptable substitute irrevocable standby letter of credit in accordance with the terms of the above referenced lease. We further agree that: (a) upon receipt of the documentation required herein, we will honor your draws against this Irrevocable Standby Letter of Credit without inquiry into the accuracy of Beneficiary’s signed statement and regardless of whether Applicant disputes the content of such statement; (b) this Irrevocable Standby Letter of Credit shall permit partial draws and, in the event you elect to draw upon less than the full stated amount hereof, the stated amount of this Irrevocable Standby Letter of Credit shall be automatically reduced by the amount of such partial draw; and (c) you may transfer your interest in this Irrevocable Standby Letter of Credit from time to time and more than one time without our approval so long as you comply with the terms hereof. In the event of a transfer, we reserve the right to require reasonable evidence of such transfer as a condition to any draw hereunder.
This Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision) ICC Publication No. 500.

We hereby engage with you to honor drafts and documents drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit.

All communications to us with respect to this Irrevocable Standby Letter of Credit must be addressed to our office located at to the attention of .

Very truly yours,

________________________________________

[name]

________________________________________

[title]

F-2
EXHIBIT G — APPROVED SIGNAGE

attached to and made a part of the Lease bearing the Lease Reference Date of January 15, 2008 between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

1390 McCarthy Boulevard, Milpitas
FIRST AMENDMENT

THIS FIRST AMENDMENT (this “Amendment”) is made and entered into as of April 28, 2010, by and between SILICON VALLEY CA-1, LLC, a Delaware limited liability company (“Landlord”), and FIREYE, INC., a Delaware corporation (“Tenant”).

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated January 15, 2008 (the “Lease”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 16,892 rentable square feet (the “Premises”) of the building located at 1390 McCarthy Boulevard, Milpitas, California 95035 (the “Building”). The Building is part of the project commonly known as Milpitas Business Park.

B. The Lease by its terms shall expire on February 28, 2011 (“Prior Termination Date”), and the parties desire to extend the Term of the Lease, all on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Extension.** The Term of the Lease is hereby extended for a period of fifty-four (54) months and shall expire on August 31, 2015 (“Extended Termination Date”), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Prior Termination Date (“Extension Date”) and ending on the Extended Termination Date shall be referred to herein as the “Extended Term”.

2. **Monthly Installment of Rent and Annual Rent.** Notwithstanding anything to the contrary contained in the Lease, effective retroactively as of March 1, 2010 (the “Effective Date”), the schedule of Monthly Installment of Rent and Annual Rent payable with respect to the Premises during the remainder of the current Term and the Extended Term is the following:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rentable Square Footage</th>
<th>Monthly Rate Per Square Foot</th>
<th>Annual Rent</th>
<th>Monthly Installment of Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1/10 – 2/28/11</td>
<td>16,892</td>
<td>$0.89</td>
<td>$180,406.56</td>
<td>$15,033.88</td>
</tr>
<tr>
<td>3/1/11 – 2/29/12</td>
<td>16,892</td>
<td>$0.92</td>
<td>$186,487.68</td>
<td>$15,540.64</td>
</tr>
<tr>
<td>3/1/12 – 2/28/13</td>
<td>16,892</td>
<td>$0.94</td>
<td>$190,541.76</td>
<td>$15,878.48</td>
</tr>
<tr>
<td>3/1/13 – 2/28/14</td>
<td>16,892</td>
<td>$0.97</td>
<td>$196,622.88</td>
<td>$16,385.24</td>
</tr>
<tr>
<td>3/1/14 – 8/31/15</td>
<td>16,892</td>
<td>$1.00</td>
<td>$202,704.00</td>
<td>$16,892.00</td>
</tr>
</tbody>
</table>

All such Monthly Installment of Rent and Annual Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby. Notwithstanding anything in the Lease, as amended hereby, to the contrary, so long as Tenant is not in default under the Lease, as amended hereby, Tenant shall be entitled to an abatement of Monthly Installment of Rent in the amount of $15,033.88 per month for the period commencing retroactively on the Effective Date and continuing through August 31, 2010. The maximum total amount of Monthly Installment of Rent abated with respect to the Premises in accordance with the foregoing shall equal $90,203.28 (the


Abated Monthly Installment of Rent. If Tenant defaults under the Lease, as amended hereby, at any time during the remainder of the current Term and the Extended Term and fails to cure such default within any applicable cure period under the Lease, as amended hereby, then all unamortized Abated Monthly Installment of Rent (i.e. based upon the amortization of the Abated Monthly Installment of Rent in equal monthly amounts, without interest, during the period commencing on the Effective Date and ending on the Extended Termination Date) shall immediately become due and payable. Only Monthly Installment of Rent shall be abated pursuant to this Section, as more particularly described herein, and Tenant’s Proportionate Share of Expenses and Taxes and all other costs and charges specified in the Lease, as amended hereby, shall remain as due and payable pursuant to the provisions of the Lease, as amended hereby.

3. **Additional Security Deposit.** No additional Security Deposit shall be required in connection with this Amendment.

4. **Expenses and Taxes.** During the remainder of the current Term and the Extended Term, Tenant shall pay for all additional rent payable under the Lease, including Tenant’s Proportionate Share of Expenses and Taxes, in accordance with the terms of the Lease, as amended hereby.

5. **Improvements to Premises.**

   5.1 **Condition of Premises.** Tenant is in possession of the Premises and accepts the same “as is” without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise in this Amendment. Tenant hereby acknowledges that Landlord has fulfilled its obligations with respect to the Allowance and performing the Landlord Work described in Exhibit “B” of the Lease,

   5.2 **Responsibility for Improvements to Premises.** Tenant may perform improvements to the Premises in accordance with Exhibit A attached hereto and Tenant shall be entitled to an improvement allowance in connection with such work as more fully described in Exhibit A.

6. **Other Pertinent Provisions.** Landlord and Tenant agree that, effective as of the date of this Amendment (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:

   6.1 **Landlord’s Address for Notices.** Landlord’s Address set forth in the Reference Pages of the Lease is hereby deleted in its entirety and replaced by the following:

   “c/o RREEF
   2185 North California Boulevard, Suite 285
   Walnut Creek, California 94596
   Attention: Asset Manager”

   6.2 **Option to Renew.** All references to the “Term” set forth in Article 41 of the Lease are hereby amended to refer to the Extended Term, as defined herein.
7. Miscellaneous.

7.1 This Amendment, including Exhibit A (Tenant Alterations) attached hereto, sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.

7.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

7.3 In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.

7.4 Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

7.5 The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

7.6 Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment other than Colliers International Inc. Tenant agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Amendment other than CB Richard Ellis. Landlord agrees to indemnify and hold Tenant harmless from all claims of any other brokers claiming to have represented Landlord in connection with this Amendment.

7.7 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the remainder of the current Term and the Extended Term, an Event of Default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.
Redress for any claim against Landlord under the Lease and this Amendment shall be limited to and enforceable only against and to the extent of Landlord’s interest in the Building. The obligations of Landlord under the Lease are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, its investment manager, the general partners thereof, or any beneficiaries, stockholders, employees, or agents of Landlord or the investment manager, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damage.

IN WITNESS WHEREOF, Landlord and Tenant have entered into and executed this Amendment as of the date first written above.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: RREEF America L.L.C.,
a Delaware limited liability company,
its Investment Advisor

By: /s/ James H. Ida
Name: James H. Ida
Title: Vice President
Dated: 5/6, 2010

TENANT:

FIREEYE, INC.,
a Delaware corporation

By: /s/ Ashar Aziz
Name: ASHAR AZIZ
Title: CEO
Dated: 5/3, 2010
EXHIBIT A — TENANT ALTERATIONS

attached to and made a part of the Amendment dated as of April 14, 2010,
between SILICON VALLEY CA-I, LLC, a Delaware limited liability company,
as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

1. Tenant, following the full and final execution and delivery of the Amendment to which this Exhibit A is attached, shall have the right to perform alterations and improvements in the Premises (the “Tenant Alterations”). Notwithstanding the foregoing, Tenant and its contractors shall not have the right to perform the Tenant Alterations in the Premises unless and until Tenant has complied with all of the terms and conditions of Article 6 of the Lease, including, without limitation, approval by Landlord of the final plans for the Tenant Alterations and the contractors to be retained by Tenant to perform such Tenant Alterations. Notwithstanding the foregoing, Landlord has approved the plans for the Tenant Alterations shown on Schedule 1 attached hereto (the “Plans”). Tenant shall be responsible for all elements of the design of Tenant’s plans (including, without limitation, compliance with law, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant’s furniture, appliances and equipment), and Landlord’s approval of Tenant’s plans shall in no event relieve Tenant of the responsibility for such design. In addition to the foregoing, Tenant shall be solely liable for all costs and expenses associated with or otherwise caused by Tenant’s performance and installment of the Tenant Alterations (including, without limitation, any legal compliance requirements arising outside of the Premises). Landlord’s approval of the contractors to perform the Tenant Alterations shall not be unreasonably withheld. The parties agree that Landlord’s approval of the general contractor to perform the Tenant Alterations shall not be considered to be unreasonably withheld if any such general contractor (a) does not have trade references reasonably acceptable to Landlord, (b) does not maintain insurance as required pursuant to the terms of the Lease, or (c) is not licensed as a contractor in the state/municipality in which the Premises is located. Tenant acknowledges the foregoing is not intended to be an exclusive list of the reasons why Landlord may reasonably withhold its consent to a general contractor.

2. Provided Tenant is not in default, Landlord agrees to contribute the sum of $90,000.00 (the “Allowance”) toward the cost of performing the Tenant Alterations. The Allowance may only be used for the cost of preparing design and construction documents and mechanical and electrical plans for the Tenant Alterations, for hard costs in connection with the Tenant Alterations and, following full payment of the cost of the Tenant Alterations, any Excess ADA Costs (as defined in Section 4 below). The Allowance shall be paid to Tenant or, at Landlord’s option, to the order of the general contractor that performed the Tenant Alterations; (b) a sworn contractor’s affidavit from the general contractor and a request to disburse from Tenant containing an approval by Tenant of the work done; and (c) full and final waivers of Hen. The Allowance shall be disbursed in the amount reflected on the receipted bills meeting the requirements above. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to disburse any portion of the Allowance during the continuance of an uncured default under the Lease, and Landlord’s obligation to disburse shall only resume when and if such default is cured.

3. In no event shall the Allowance be used for the purchase of equipment, furniture or other items of personal property of Tenant. If Tenant does not submit a request for payment of the entire Allowance to Landlord in accordance with the provisions contained in this Exhibit A by August 31, 2010, any unused amount shall accrue to the sole benefit of Landlord, it being understood that Tenant shall not be entitled to any credit, abatement or other concession in connection therewith. Tenant shall be responsible for all applicable state sales or use taxes, if any, payable in connection with the Tenant Alterations and/or
Allowance. Landlord shall be entitled to deduct from the Allowance a construction management fee for Landlord’s oversight of the Tenant Alterations in an amount equal to five percent (5%) of the total cost of the Tenant Alterations.

4. Provided Tenant is not in default, Landlord agrees to contribute an additional sum of up to $10,000.00 (the “ADA Allowance”) toward the cost of performing any upgrades or modifications to the Premises that are required by Title III of the Americans with Disabilities Act and/or similar handicapped access provisions of applicable building codes in effect and as applied as of the date of the Amendment in connection with the Tenant Alterations shown in the Plans (the “ADA Work”). The ADA Allowance may only be used for the cost of preparing design and construction documents and mechanical and electrical plans for the ADA Work and for hard costs in connection with the ADA Work. Landlord shall disburse the ADA Allowance to Tenant subject to and in accordance with the provisions applicable to the disbursement of the Allowance described in this Exhibit A. Landlord shall be entitled to deduct from the ADA Allowance a construction management fee for Landlord’s oversight of the ADA Work in an amount equal to five percent (5%) of the total cost of the ADA Work. Tenant shall be responsible for the cost of the ADA Work, plus any applicable state sales or use tax, if any, to the extent that it exceeds the ADA Allowance required to be disbursed by Landlord hereunder (the “Excess ADA Costs”), subject to timely application of any excess portion of the Allowance as provided in Section 2 above. Any portion of the ADA Allowance which exceeds the cost of the ADA Work or is otherwise remaining after August 31, 2010 shall accrue to the sole benefit of Landlord, it being agreed that Tenant shall not be entitled to any credit, offset, abatement or payment with respect thereto.

5. Tenant agrees to accept the Premises in its “as-is” condition and configuration, it being agreed that Landlord shall not be required to perform any work, other than the ADA Work or, except as provided above with respect to the Allowance and the Maximum Amount, incur any costs in connection with the construction or demolition of any improvements in the Premises.

6. This Exhibit A shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.
THIS SECOND AMENDMENT (the “Amendment”) is made and entered into as of the 5th day of December, 2011, by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”), and FIREEYE, INC., a Delaware corporation (“Tenant”).

RE bâtals

A. Landlord and Tenant are parties to that certain lease dated January 15, 2008 (the “Original Lease”), which Original Lease has been previously amended by that certain First Amendment dated April 28, 2010 (collectively, the “Lease”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 16,892 rentable square feet (the “Original Premises”) of the building located at 1390 McCarthy Boulevard, Milpitas, California 95035 (the “1390 Building”). The Building is part of the project commonly known as Tasman Technology Park (formerly known as Milpitas Business Park) (the “Project”).

B. Tenant has requested that additional space containing approximately 5,259 rentable square feet described as Suite 2 of the Building located at 1371 McCarthy Boulevard, Milpitas, California 95035 (the “1371 Building”) as shown on Exhibit A hereto (the “Temporary Space”) be added to the Original Premises on a temporary basis and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions. The 1371 Building is a part of the Project. The 1390 Building and 1371 Building are sometimes referred to collectively as the “Building” and references in the Lease to the Building shall be deemed to include the 1371 Building.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Expansion and Effective Date.

1.1 For the period commencing on December 9, 2011 (the “Temporary Space Effective Date”) and ending on the Temporary Space Termination Date (as defined below), the Premises, as defined in the Lease, is temporarily increased from 16,892 rentable square feet to 22,151 rentable square feet by the addition of the Temporary Space, and during the Temporary Space Term (as defined below), the Original Premises and the Temporary Space, collectively, shall be deemed the Premises, as defined in the Lease.

1.2 The Term for the Temporary Space (the “Temporary Space Term”) shall commence on the Temporary Space Effective Date and end on January 8, 2012, unless sooner terminated pursuant to the terms of the Lease (the “Temporary Space Termination Date”) (as the same may be further extended as provided in this Section 1.2) unless sooner terminated in accordance with the provisions of Section 7 below with at least thirty (30) days’ advance written notice of termination delivered to the other party; provided, however, in no event shall the Expansion Space Term be renewed beyond August 31, 2015. The Temporary Space is subject to all the terms and conditions of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatement or other financial concession granted with respect to the Original Premises unless such concessions are expressly provided for herein with respect to the Temporary Space.
2. **Monthly Installment of Rent.** In addition to Tenant’s obligation to pay Monthly Installment of Rent for the Original Premises, for the first three (3) months of the Temporary Space Term Tenant shall pay Landlord the sum of $0.00 per month as Monthly Installment of Rent for the Temporary Space, and then commencing on the first (1st) day of the fourth (4th) month of the Temporary Space Term Tenant shall pay Landlord the sum of $4,680.51 per month as Monthly Installment of Rent for the Temporary Space, with each such installment payable on or before the first day of each month during the period beginning on the Temporary Space Effective Date and ending on the Temporary Space Termination Date, prorated for any partial month within the Temporary Space Term.

All such Monthly Installment of Rent, shall be payable by Tenant in accordance with the terms of the Lease. Notwithstanding the foregoing, in the event that Landlord and Tenant have entered into either an amendment to the Lease or a new Lease for certain premises containing approximately 51,600 rentable square feet described as 800 Tasman Drive, Milpitas, California 95035 (the “800 Tasman Agreement”) on or before the last day of the third month of the Temporary Space Term, Tenant shall have no obligation to pay Monthly Installment of Rent for the Temporary Space during the period commencing on the first day of the fourth month of the Temporary Space Term and ending on the commencement date of the 800 Tasman Agreement.

3. **Additional Security Deposit.** No additional Security Deposit shall be required in connection with this Amendment.

4. **Tenant’s Proportionate Share.** For the period commencing with the Temporary Space Effective Date and ending on the Temporary Space Termination Date, Tenant shall pay Tenant’s Proportionate Share of Expenses and Taxes for the Temporary Space in the same manner that Tenant pays Tenant’s Proportionate Share of Expenses and Taxes for the Original Premises as provided in Article 4 of the Original Lease. During such period, Tenant’s Proportionate Share for the Temporary Space is 17.43% of the 1371 Building. As of the date of this Amendment, Landlord’s estimate of Tenant’s Proportionate Share of Expenses and Taxes for the Temporary Space during the Temporary Space Term is $1977.38 per month, which amount shall be subject to adjustment pursuant to Article 4 of the Original Lease.

5. **Improvements to Temporary Space.**

5.1 **Condition of Temporary Space.** Tenant has inspected the Temporary Space and agrees to accept the same “as-is” without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements. Tenant shall vacate the Temporary Space on or prior to the Temporary Space Termination Date and deliver up the Temporary Space to Landlord in as good condition as the Temporary Space was delivered to Tenant, ordinary wear and tear excepted.

5.2 **Responsibility for Improvements to Temporary Space.** Any construction, alterations or improvements to the Temporary Space shall be performed by Tenant at its sole cost and expense using contractors selected by Tenant and approved by Landlord and shall be governed in all respects by the provisions of Article 6 of the Original Lease. In any and all events, the Temporary Space Effective Date shall not be postponed or delayed if the initial improvements to the Temporary Space are incomplete on the Temporary Space Effective Date for any reason whatsoever. Any delay in the completion of initial improvements to the Temporary Space shall not subject Landlord to any liability for any loss or damage resulting therefrom.

6. **Early Access to Temporary Space.** During any period that Tenant shall be permitted to enter the Temporary Space prior to the Temporary Space Effective Date (e.g., to perform alterations or
improvements, if any), Tenant shall comply with all terms and provisions of the Lease, except those provisions requiring payment of Monthly Installment of Rent or Tenant’s Proportionate Share of Expenses and Taxes as to the Temporary Space. If Tenant takes possession of the Temporary Space prior to the Temporary Space Effective Date for any reason whatsoever (other than the performance of work in the Temporary Space with Landlord’s prior approval), such possession shall be subject to all the terms and conditions of the Lease and this Amendment, and Tenant shall pay Tenant’s Proportionate Share of Expenses and Taxes as applicable to the Temporary Space to Landlord on a per diem basis for each day of occupancy prior to the Temporary Space Effective Date.

7. **Mutual Termination Option.** At any time during the Temporary Space Term, as same may be extended pursuant to Section 1.2 above, Landlord and Tenant each shall have the right to terminate this Lease, with respect to the Temporary Space only (“Temporary Space Termination Option”), for any reason by providing at least thirty (30) days prior written notice to the other party, in which event, this Lease shall be deemed terminated with respect to the Temporary Space as of the date of termination (“Accelerated Temporary Space Termination Date”) specified in such notice and Tenant shall vacate the Temporary Space on or prior to the Accelerated Temporary Space Termination Date and deliver up the Temporary Space to Landlord in as good condition as the Temporary Space was delivered to Tenant, ordinary wear and tear excepted. If either party exercises the Temporary Space Termination Option as provided for herein, Tenant shall remain liable for all obligations relating to the Temporary Space up to and including the Accelerated Temporary Space Termination Date, including, without limitation, the payment of all rent and other sums due under the Lease with respect to the Temporary Space up to and including the Accelerated Temporary Space Termination Date even though billings for such may occur subsequent to the Accelerated Temporary Space Termination Date. In no event shall the termination of the Lease with respect to the Temporary Space as provided herein affect any of the rights or obligations of the parties under the Lease with respect to the Original Premises or be deemed a termination of the Lease with respect to any portion of the Original Premises.

8. **No Extension or Expansion Options.** The parties hereto acknowledge and agree that any option or other rights contained in the Lease which entitle Tenant to extend the term of the Lease or expand the Premises shall apply only to the Original Premises and shall not be applicable to the Temporary Space in any manner.

9. **Holdover.** If Tenant should holdover in the Temporary Space after expiration or earlier termination of the Temporary Space Term, any remedies available to Landlord as a consequence of such holdover contained in Article 14 of the Original Lease or otherwise shall be applicable, but only with respect to the Temporary Space and shall not be deemed applicable to the Original Premises unless and until Tenant holds over in the Original Premises after expiration or earlier termination of the Term.

10. **Other Pertinent Provisions.** Landlord and Tenant agree that, effective as of the date of this Amendment (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:

10.1 **Janitorial Services.** Tenant shall be responsible for providing janitorial service for the Temporary Space at its sole cost and expense, and Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide janitorial service to the Temporary Space. The janitorial services shall be performed by Tenant’s employees or a bonded union janitorial contractor, which contractor (if applicable) shall be reasonably approved by Landlord.
10.2 **Landlord’s Address for Rent Payment.** Landlord’s Address for Rent Payment set forth in the Reference Pages of the Original Lease is hereby deleted in its entirety and replaced with the following:

“Silicon Valley CA-I, LLC
08.M10003 – Milpitas-1371 McCarthy-JV
P.O. Box 9047
Addison, Texas 75001-9047”

10.3 **Monument Sign.** During the Temporary Space Term only, Tenant shall have the right to have its name listed on the monument sign for the Building inset from McCarthy Boulevard (the “Temporary Monument Sign”) in accordance with the provisions of Article 43 of the Original Lease. Upon the expiration or earlier termination of the Temporary Space Term, or if Tenant is in default under the terms of the Lease, as amended hereby, after the expiration of applicable notice and cure periods, the Temporary Monument Sign will be removed at Tenant’s sole cost and expense in accordance with Section 43.3 of the Original Lease.

11. **Miscellaneous.**

11.1 This Amendment, including Exhibit A (Outline and Location of Temporary Space) attached hereto, sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.

11.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

11.3 Tenant shall reasonably comply with Landlord’s recycle policy for the Building, including, without limitation, Tenant shall sort and separate its trash into separate recycling containers as required by law or which may be furnished by Landlord and located in the Premises. Tenant shall comply with all laws regarding the collection, sorting, separation, and recycling of garbage, waste products, trash and other refuse at the Building. Landlord reserves the right to refuse to collect or accept from Tenant any trash that is not separated and sorted as required by law or pursuant to Landlord’s recycling policy, and to require Tenant to arrange for such collection at Tenant’s cost, utilizing a contractor reasonably satisfactory to Landlord.

11.4 Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

11.5 Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord and the Landlord Entities harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment.
11.6 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Term, an Event of Default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.

11.7 Redress for any claim against Landlord under the Lease and this Amendment shall be limited to and enforceable only against and to the extent of Landlord’s interest in the Building. The obligations of Landlord under the Lease are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, its investment manager, the general partners thereof, or any beneficiaries, stockholders, employees, or agents of Landlord or the investment manager, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damage.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD:

SILOCON VALLEY CA-I, LLC,
a Delaware limited liability company

By: SVCA JV LLC,
a Delaware limited liability company its Manager

By: /s/ Mike Walker
Name: MIKE WALKER
Title: V.P.
Dated: 12/7/11

TENANT:

FIREEYE, INC.,
a Delaware corporation

By: /s/ Michael J. Sheridan
Name: Michael J. Sheridan
Title: CFO
Dated: 12/7/11
EXHIBIT A

OUTLINE AND LOCATION OF TEMPORARY SPACE
attached to and made a part of the Amendment dated as of December 5, 2011, between SILICON VALLEY CA-1, LLC, a Delaware limited liability company, as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

Exhibit A is intended only to show the general layout of the Temporary Space as of the beginning of the Temporary Space Effective Date. It does not in any way supersede any of Landlord’s rights set forth in the Lease with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.
THIRD AMENDMENT

THIS THIRD AMENDMENT (this “Amendment”) is made and entered into as of February 21, 2012, by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”), and FIREYE, INC., a Delaware corporation (“Tenant”).

RECITALS

A. Landlord and Tenant are parties to that certain lease dated January 15, 2008 (the “Original Lease”), which Original Lease has been previously amended by that certain First Amendment dated April 28, 2010 (the “First Amendment”) and that certain Second Amendment (the “Second Amendment”) dated December 5, 2011 (collectively, the “Lease”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 22,151 rentable square feet comprised of (i) approximately 16,892 rentable square feet (the “Original Premises”) of the building located at 1390 McCarthy Boulevard, Milpitas, California (the “1390 Building”), and (ii) approximately 5,259 rentable square feet described as Suite 2 (the “Original Temporary Space”) of the building located at 1371 McCarthy Boulevard, Milpitas, California (the “1371 Building”). The 1390 Building and the 1371 Building are part of the project commonly known as Tasman Technology Center (formerly known as Milpitas Business Park) (the “Project”).

B. Tenant has requested that additional space containing approximately 45,106 rentable square feet of the building in the Project that is located at 1440 McCarthy Boulevard, Milpitas, California (the “1440 Building”), as shown on Exhibit A hereto (the “Expansion Space”), be added to the Premises, that additional space containing approximately 29,657 rentable square feet described as Suite 2 of the building in the Project that is located at 1455 McCarthy Boulevard, Milpitas, California (the “1455 Building”), as shown on Exhibit E hereto (the “Additional Temporary Space”), be added to the Temporary Space on a temporary basis, and that the Lease be appropriately amended. Landlord is willing to do all of the foregoing on the following terms and conditions.

C. The Term of the Lease shall expire by its terms on August 31, 2015 (the “Prior Termination Date”), and the Temporary Space Term shall expire by its terms on March 8, 2012 (the “Prior Temporary Space Termination Date”) and the parties desire to extend the Term of the Lease and the Temporary Space Term, all on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Expansion

1.1 Expansion Space. Effective as of the Expansion Space Effective Date (defined below), the Premises (exclusive of the Temporary Space), as defined in the Lease, is increased from approximately 16,892 rentable square feet in the 1390 Building to approximately 61,998 rentable square feet in the 1390 Building and the 1440 Building by the addition of the Expansion Space, and from and after the Expansion Space Effective Date, the
Original Premises and the Expansion Space, collectively, shall be deemed the “Premises”, as defined in the Lease and referred to in this Amendment, and the “Building”, as defined in the Lease and as referred to in this Amendment, shall be deemed to include the 1440 Building. The Term for the Expansion Space shall commence on the Expansion Space Effective Date and end on the Second Extended Termination Date (defined below). The Expansion Space is subject to all the terms and conditions of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements or other financial concessions granted with respect to the Original Premises unless such concessions are expressly provided for herein with respect to the Expansion Space.

1.1.1 The “Expansion Space Effective Date” shall be the date upon which the Tenant Alterations (as defined in Exhibit B attached hereto) in the Expansion Space have been substantially completed; provided, however, that if Landlord shall be delayed in substantially completing the Tenant Alterations in the Expansion Space as a result of the occurrence of a Tenant Delay (defined below), then, for purposes of determining the Expansion Space Effective Date, the date of substantial completion shall be deemed to be the day that said Tenant Alterations would have been substantially completed absent any such Tenant Delay(s). A “Tenant Delay” means any act or omission of Tenant or any Tenant Entity that actually delays substantial completion of the Tenant Alterations, including, without limitation, the following: (i) Tenant’s failure to furnish information or approvals within any time period specified in the Lease or this Amendment, including the failure to prepare or approve preliminary or final plans by any applicable due date; (ii) Tenant’s selection of equipment or materials that have long lead times after first being informed by Landlord that the selection may result in a delay; (iii) changes requested or made by Tenant to previously approved plans and specifications; (iv) the performance of work in the Expansion Space by Tenant or Tenant’s contractor(s) during the performance of the Tenant Alterations; or (v) if the performance of any portion of the Tenant Alterations depends on the prior or simultaneous performance of work by Tenant, a delay by Tenant or Tenant’s contractor(s) in the completion of such work.

1.1.2 The Expansion Space shall be deemed to be substantially completed on the date that Landlord reasonably determines that all Tenant Alterations in the Expansion Space have been performed (or would have been performed absent any Tenant Delays), other than any details of construction, mechanical adjustment or any other matter, the noncompletion of which does not materially interfere with Tenant’s use of the Expansion Space. The adjustment of the Expansion Space Effective Date and, accordingly, the postponement of Tenant’s obligation to pay rent on the Expansion Space shall be Tenant’s sole remedy and shall constitute full settlement of all claims that Tenant might otherwise have against Landlord by reason of the Expansion Space not being ready for occupancy by Tenant on the Target Expansion Space Effective Date. If the Expansion Space Effective Date has not occurred on or before August 1, 2012 (the “Outside Completion Date”), Tenant shall be entitled to a rent abatement following the Expansion Space Effective Date of $1,127.65 for every day in the period beginning on the Outside Completion Date and ending on the Expansion Space Effective Date.
Landlord and Tenant acknowledge and agree that: (i) the determination of the Expansion Space Effective Date shall take into consideration the effect of any Tenant Delays by Tenant; and (ii) the Outside Completion Date shall be postponed by the number of days the such date is delayed due to strikes, lockouts, casualties, Acts of God, war, material or labor shortages, government regulation or control or other causes beyond the reasonable control of Landlord.

1.1.3 In addition to the postponement, if any, of the Expansion Space Effective Date as a result of the applicability of Section 1.1 of this Amendment, the Expansion Space Effective Date shall be delayed to the extent that Landlord fails to deliver possession of the Expansion Space for any other reason (other than Tenant Delays), including but not limited to, holding over by prior occupants. Any such delay in the Expansion Space Effective Date shall not subject Landlord to any liability for any loss or damage resulting therefrom.

1.1.4 Upon Landlord’s request, Tenant shall execute and return to Landlord, within ten (10) business days after receipt thereof by Tenant, an Expansion Space Effective Date Memorandum, in the form of Exhibit D attached hereto, but Tenant’s failure or refusal to do so shall not negate Tenant’s acceptance of the Expansion Space or affect determination of the Expansion Space Effective Date.

2. **Extension.** The Term of the Lease for the Original Premises and the Expansion Space is hereby extended and shall expire on the last day of the sixty-fourth (64th) full calendar month following the Expansion Space Effective Date ("Second Extended Termination Date"), which is estimated to be August 31, 2017, unless the Term is sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Prior Termination Date ("Second Extension Date") and ending on the Second Extended Termination Date shall be referred to herein as the “Second Extended Term”. The portion of the Term commencing on the Expansion Space Effective Date and ending on the Second Extended Termination Date is hereinafter referred to as the “New Term”.

3. **Monthly Installment of Rent.**

   3.1 **Original Premises Through Prior Termination Date.** Monthly Installment of Rent, Tenant’s Proportionate Share of Expenses and Taxes and all other charges under the Lease shall be payable as provided therein with respect to the Original Premises through and including the Prior Termination Date.
### 3.2 Original Premises From and After Second Extension Date.

As of the Second Extension Date, the schedule of Monthly Installment of Rent and Annual Rent payable with respect to the Original Premises during the Second Extended Term is the following:

<table>
<thead>
<tr>
<th>Period of Second Extended Term</th>
<th>Rentable Square Footage</th>
<th>Annual Rate Per Square Foot</th>
<th>Annual Rent</th>
<th>Monthly Installment of Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/15 – 4/30/16</td>
<td>16,892</td>
<td>$9.84</td>
<td>$166,217.28</td>
<td>$13,851.44</td>
</tr>
<tr>
<td>5/1/16 – 4/30/17</td>
<td>16,892</td>
<td>$10.13</td>
<td>$171,115.96</td>
<td>$14,259.66</td>
</tr>
<tr>
<td>5/1/17 – 8/31/17</td>
<td>16,892</td>
<td>$10.43</td>
<td>$176,183.56</td>
<td>$14,681.96</td>
</tr>
</tbody>
</table>

All such Monthly Installment of Rent and Annual Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

Landlord and Tenant acknowledge that the foregoing schedule is based on the assumption that the Expansion Space Effective Date is the Target Expansion Space Effective Date, it being the intent of Landlord and Tenant that solely during the Second Extended Term, the Monthly Installment of Rent rate and Annual Rent rate per rentable square foot for the Original Premises shall always be the same as the Monthly Installment of Rent rate and Annual Rent rate per rentable square foot for the Expansion Space. If the Expansion Space Effective Date is other than the Target Expansion Space Effective Date, the schedule set forth above with respect to the payment of any Monthly Installments of Rent for the Original Premises shall be appropriately adjusted on a per diem basis to reflect the actual Expansion Space Effective Date, and the actual Expansion Space Effective Date shall be set forth in the Expansion Space Effective Date Memorandum described in Section 1.1.4 above.

### 3.3 Expansion Space During New Term.

As of the Expansion Space Effective Date, the schedule of Monthly Installment of Rent and Annual Rent payable with respect to the Expansion Space during the New Term is the following:

<table>
<thead>
<tr>
<th>Months of New Term</th>
<th>Rentable Square Footage</th>
<th>Annual Rate Per Square Foot</th>
<th>Annual Rent</th>
<th>Monthly Installment of Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Months 1 – 12</td>
<td>45,106</td>
<td>$9.00</td>
<td>$405,954.00</td>
<td>$33,829.50</td>
</tr>
<tr>
<td>Months 13 – 24</td>
<td>45,106</td>
<td>$9.28</td>
<td>$418,583.68</td>
<td>$34,881.97</td>
</tr>
<tr>
<td>Months 25 – 36</td>
<td>45,106</td>
<td>$9.55</td>
<td>$430,762.30</td>
<td>$35,896.86</td>
</tr>
<tr>
<td>Months 37 – 48</td>
<td>45,106</td>
<td>$9.84</td>
<td>$443,843.04</td>
<td>$36,986.92</td>
</tr>
<tr>
<td>Months 49 – 60</td>
<td>45,106</td>
<td>$10.13</td>
<td>$456,923.78</td>
<td>$38,076.98</td>
</tr>
<tr>
<td>Months 60 – 64</td>
<td>45,106</td>
<td>$10.43</td>
<td>$470,455.58</td>
<td>$39,204.63</td>
</tr>
</tbody>
</table>

All such Monthly Installment of Rent and Annual Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby; provided that concurrent with Tenant’s execution and delivery of this Amendment, Tenant shall pay the sum of $28,489.80, representing (a) the Monthly Installment of Rent payable for the Expansion Space for the second (2nd) full calendar month following the Expansion Space Effective Date in an amount equal to $20,745.00, and (b) the estimated Tenant’s Proportionate Share of Expenses and Taxes payable for the Expansion Space for the first (1st) full calendar month following the Expansion Space Effective Date in an amount equal to $7,744.80.

### 3.4 Abated Rent.

Notwithstanding anything in the Lease to the contrary, so long as Tenant is not in default under the Lease, as amended hereby, beyond any applicable notice and cure periods. Tenant shall be entitled to an abatement of Monthly Installment of Rent solely with respect to the Expansion Space, in the amount of (a) $33,829.50 for the first
(a) $13,084.50 per month for the second (2nd) through the twelfth (12th) full calendar months following the Expansion Space Effective Date; (b) $34,881.97 for the thirteenth (13th) full calendar month following the Expansion Space Effective Date; and (d) $35,896.86 for the twenty-fifth (25th) full calendar month following the Expansion Space Effective Date. The maximum total amount of Monthly Installment of Rent abated with respect to the Expansion Space in accordance with the foregoing shall equal $248,537,83 (the “Abated Monthly Installment of Rent”). In addition to the foregoing, so long as Tenant is not in default under the Lease, as amended hereby, beyond applicable notice and cure periods, Tenant shall be entitled to an abatement of a portion of Tenant’s Proportionate Share of Expenses and Taxes solely with respect to the Expansion Space such that the Expansion Space shall be deemed to be 27,660 rentable square feet solely for purposes of calculating Tenant’s Proportionate Share of Expenses and Taxes for the Expansion Space (estimated to be $4,884.88 per month) for the first twelve (12) full calendar months following the Expansion Space Effective Date (the “Abated Additional Rent”). The Abated Monthly Installment of Rent and Abated Additional Rent are collectively referred to herein as the “Abated Rent”, and the first (1st) through the thirteenth (13th) full calendar months in which Tenant is entitled to Abated Rent in accordance with the foregoing shall be referred to herein as the “Initial Rent Abatement Period.” If Tenant defaults under the Lease, as amended hereby, at any time during the Initial Rent Abatement Period and fails to cure such default within any applicable cure period under the Lease, then Tenant shall no longer be entitled to receive Abated Rent, Tenant shall be required to pay the full amount of Monthly Installment of Rent and Tenant’s Proportionate Share of Expenses and Taxes for the remainder of the Term, as amended hereby, and the Abated Rent for the period of time preceding Tenant’s default shall immediately become due and payable. Only the Abated Rent for the Expansion Space shall be abated pursuant to this Section, as more particularly described herein, and Monthly Installment of Rent and Tenant’s Proportionate Share of Expenses and Taxes for the Original Premises and all other rent and other costs and charges payable under the Lease, as amended hereby, shall remain as due and payable pursuant to the provisions of the Lease, as amended hereby.


4.1 Landlord and Tenant hereby acknowledge and agree that Landlord currently holds a Security Deposit in the amount of $50,000.00 pursuant to the terms of Article 5 of the Original Lease (the “Security Deposit”). Within five (5) business days following Tenant’s execution and delivery of this Amendment to Landlord, Tenant shall either (i) pay to Landlord by wire transfer of immediately available funds to an account designated by Landlord the sum of $311,005.86 (the “Additional Security Deposit”) which is added to and becomes part of the Security Deposit held by Landlord as security for payment of rent and the performance of the other terms and conditions of the Lease by Tenant or (ii) deliver to Landlord, as collateral for the full performance by Tenant of all of its obligations under the Lease, as amended hereby, and for all losses and damages Landlord may suffer as a result of Tenant’s failure to comply with one or more provisions of the Lease, including, but not limited to, any post lease termination damages under Section 1951.2 of the California Civil Code, an Irrevocable Standby Letter of Credit (the “Letter of Credit”) in the amount of $311,005.86.
4.2 The following terms and conditions shall apply to the Letter of Credit:

4.2.1 The Letter of Credit shall be in favor of Landlord, shall be issued by Silicon Valley Bank, or a bank reasonably acceptable to Landlord with a Standard & Poors rating of “A” or better, shall comply with all of the terms and conditions of this Section 4 and shall otherwise be in the form attached hereto as Exhibit F.

4.2.2 The Letter of Credit or any replacement Letter of Credit shall be irrevocable for the term thereof and shall automatically renew on a year to year basis until a period ending not earlier than two months subsequent to the Second Extended Termination Date (the “LOC Expiration Date”) without any action whatsoever on the part of Landlord; provided that the issuing bank shall have the right not to renew the Letter of Credit by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the then current term of the Letter of Credit that it does not intend to renew the Letter of Credit. Tenant understands that the election by the issuing bank not to renew the Letter of Credit shall not, in any event, diminish the obligation of Tenant to deposit the Security Deposit or maintain such an irrevocable Letter of Credit in favor of Landlord through the LOC Expiration Date.

4.2.3 Landlord, or its then authorized representative, upon Tenant’s failure to comply with one or more provisions of the Lease, as amended hereby, or as otherwise specifically agreed by Landlord and Tenant pursuant to the Lease, as amended, without prejudice to any other remedy provided in the Lease or by Regulations, shall have the right from time to time to make one or more draws on the Letter of Credit and use all or part of the proceeds in accordance with Section 4.4 below. In addition, if Tenant fails to furnish a renewal or replacement letter of credit complying with all of the provisions of this Section 4 at least sixty (60) days prior to the stated expiration date of the Letter of Credit then held by Landlord, Landlord may draw upon such Letter of Credit and hold the proceeds thereof (and such proceeds need not be segregated) in accordance with the terms of this Section 4 may be drawn down on the Letter of Credit upon presentation to the issuing bank of Landlord’s (or Landlords then authorized representative’s) certification set forth in Exhibit F.

4.2.4 Tenant acknowledges and agrees (and the Letter of Credit shall so state) that the Letter of Credit shall be honored by the issuing bank without inquiry as to the truth of the statements set forth in such draw request and regardless of whether the Tenant disputes the content of such statement. The proceeds of the Letter of Credit shall constitute Landlord’s sole and separate property (and not Tenant’s property or the property of Tenant’s bankruptcy estate) and Landlord may immediately upon any draw (and without notice to Tenant) apply or offset the proceeds of the Letter of Credit: (a) against any rent or other amounts payable by Tenant under the Lease that is not paid when due; (b) against all losses and damages that Landlord has suffered or that Landlord reasonably estimates that it may suffer as a result of Tenant’s failure to comply with one or more provisions of the Lease, as amended hereby, including any damages arising under Section 1951.2 of the California Civil Code following termination of the Lease; (c) against any costs incurred by Landlord in connection with the Lease (including
attorneys’ fees); and (d) against any other amount that Landlord may spend or become obligated to spend by reason of Tenant’s default. Provided Tenant has performed all of its obligations under the Lease, Landlord agrees to pay to Tenant within sixty (60) days after the LOC Expiration Date the amount of any proceeds of the Letter of Credit received by Landlord and not applied as allowed above; provided, that if prior to the LOC Expiration Date a voluntary petition is filed by Tenant or any guarantor, or an involuntary petition is filed against Tenant or any guarantor by any of Tenant’s or guarantor’s creditors, under the Federal Bankruptcy Code, then Landlord shall not be obligated to make such payment in the amount of the unused Letter of Credit proceeds until either all preference issues relating to payments under the Lease have been resolved in such bankruptcy or reorganization case or such bankruptcy or reorganization case has been dismissed, in each case pursuant to a final court order not subject to appeal or any stay pending appeal.

4.2.5 If, as result of any application or use by Landlord of all or any part of the Letter of Credit, the amount of the Letter of Credit shall be less than the amount set forth in this Section 4, Tenant shall, within five (5) days thereafter, provide Landlord with additional letter(s) of credit in an amount equal to the deficiency (or a replacement letter of credit in the total amount required pursuant to this Section 4) and any such additional (or replacement) letter of credit shall comply with all of the provisions of this Section 4, and if Tenant fails to comply with the foregoing, notwithstanding anything to the contrary contained in the Lease, as amended hereby, the same shall constitute an incurable Event of Default by Tenant. Tenant further covenants and warrants that it will neither assign nor encumber the Letter of Credit or any part thereof and that neither Landlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

4.2.6 Landlord may, at any time and without notice to Tenant and without first obtaining Tenant’s consent thereto, transfer all or any portion of its interest in and to the Letter of Credit to another party, person or entity, including Landlord’s mortgagee and/or to have the Letter of Credit reissued in the name of Landlord’s mortgagee. If Landlord transfers its interest in the Building and transfers the Letter of Credit (or any proceeds thereof then held by Landlord) in whole or in part to the transferee, Landlord shall, without any further agreement between the parties hereto, thereupon be released by Tenant from all liability therefor. The provisions hereof shall apply to every transfer or assignment of all or any part of the Letter of Credit to a new landlord. In connection with any such transfer of the Letter of Credit by Landlord, Tenant shall, at Tenant’s sole cost and expense, execute and submit to the issuer of the Letter of Credit such applications, documents and instruments as may be necessary to effectuate such transfer. Tenant shall be responsible for paying the issuer’s transfer and processing fees in connection with any transfer of the Letter of Credit and, if Landlord advances any such fees (without having any obligation to do so), Tenant shall reimburse Landlord for any such transfer or processing fees within ten (10) days after Landlord’s written request therefor.
4.2.7 If the Letter of Credit expires earlier than the LOC Expiration Date, or the issuing bank notifies Landlord that it shall not renew the Letter of Credit, Landlord shall accept a renewal thereof or substitute Letter of Credit (such renewal or substitute Letter of Credit to be in effect not later than sixty (60) days prior to the expiration thereof), irrevocable and automatically renewable through the LOC Expiration Date upon the same terms as the expiring Letter of Credit or upon such other terms as may be acceptable to Landlord. However, if (a) the Letter of Credit is not timely renewed, or (b) a substitute Letter of Credit, complying with all of the terms and conditions of this paragraph is not timely received, Landlord may present such Letter of Credit to the issuing bank, and the entire sum so obtained shall be paid to Landlord, to be held by Landlord in accordance with Article 5 of the Lease. Notwithstanding the foregoing, Landlord shall be entitled to receive from Tenant all attorneys’ fees and costs incurred in connection with the review of any proposed substitute Letter of Credit pursuant to this Section.

4.2.8 Landlord and Tenant (a) acknowledge and agree that in no event or circumstance shall the Letter of Credit or any renewal thereof or substitute therefor or any proceeds thereof be deemed to be or treated as a “security deposit” under any Regulation applicable to security deposits in the commercial context including Section 1950.7 of the California Civil Code, as such section now exist or as may be hereafter amended or succeeded (“Security Deposit Laws”), (b) acknowledge and agree that the Letter of Credit (including any renewal thereof or substitute therefor or any proceeds thereof) is not intended to serve as a security deposit, and the Security Deposit Laws shall have no applicability or relevancy thereto, and (c) waive any and all rights, duties and obligations either party may now or, in the future, will have relating to or arising from the Security Deposit Laws. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code and all other provisions of Regulations, now or hereafter in effect, which (i) establish the time frame by which Landlord must refund a security deposit under a lease, and/or (ii) provide that Landlord may claim from the security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums specified above in this Section 4 and/or those sums reasonably necessary to compensate Landlord for any loss or damage caused by Tenant’s breach of the Lease or the acts or omission of Tenant or any other Tenant Entities, including any damages Landlord suffers following termination of the Lease, as amended hereby.

4.2.9 Notwithstanding anything to the contrary contained in the Lease, as amended hereby, in the event that at any time the financial institution which issues said Letter of Credit is declared insolvent by the FDIC or is closed for any reason, Tenant must immediately provide a substitute Letter of Credit that satisfies the requirements of the Lease hereby from a financial institution acceptable to Landlord, in Landlord’s sole discretion.

4.3 Subject to the remaining terms of this Section 4.3, at any time following the first anniversary of the Expansion Space Effective Date and provided that (a) Tenant has timely paid all rent due under the Lease, as amended hereby, during the twelve (12)
month period immediately preceding the effective date of any reduction of the Security Deposit or Letter of Credit, as the case may be (the applicable instrument hereinafter referred to as “Security Instrument”), and (b) Tenant’s Financial Information (defined below) reflects net cash from Tenant’s operation to be in an amount of not less than $6,000,000.00 during the twelve (12) month period immediately preceding Tenant’s request for reduction of the Security Instrument, Tenant shall have the right to reduce the amount of the Security Instrument so that the new Security Instrument amount will be $205,502.93. Notwithstanding anything to the contrary contained herein, if Tenant has been in default under the Lease, as amended hereby, at any time prior to the effective date of any reduction of the Security Instrument and Tenant has failed to cure such default within any applicable cure period, then Tenant shall have no further right to reduce the amount of the Security Instrument as described herein. If Tenant is entitled to a reduction in the Security Instrument amount, Tenant shall provide Landlord with written notice requesting that the amount of the Security Instrument be reduced as provided above (the “Reduction Notice”). Concurrent with Tenant’s delivery of the Reduction Notice, Tenant shall deliver to Landlord for review Tenant’s financial statements prepared in accordance with generally accepted accounting principles and audited by a nationally or regionally recognized public accounting firm acceptable to Landlord, and any other financial information requested by Landlord (“Tenant’s Financial Information”). In the event Tenant provides Landlord the Additional Security Deposit and Tenant has delivered the Reduction Notice in accordance with this Section 4.3 and Tenant is entitled to receive a reduction in the Security Deposit amount, Landlord shall refund the applicable portion of the Security Deposit to Tenant within thirty (30) days after Landlord’s receipt of the Reduction Notice. In the event Tenant elects to provide a Letter of Credit, then any reduction in the Letter of Credit amount shall be accomplished by Tenant providing Landlord with a substitute Letter of Credit in the reduced amount, which substitute Letter of Credit shall comply with the requirements of this Section 4.

5. **Tenant’s Proportionate Share.** For the period commencing with the Expansion Space Effective Date and ending on the Second Extended Termination Date, Tenant’s Proportionate Share for the Expansion Space is 100% of the 1440 Building and 7.41% of the Project and Tenant’s Proportionate Share for the Expansion Space and the Original Premises is, collectively, 10.18% of the Project (provided that the payment of Tenant’s Proportionate Share of Expenses and Taxes for the Expansion Space shall be subject to Section 3.4 of this Amendment).

6. **Additional Rent.**

6.1 **Original Premises for the Second Extended Term.** For the period commencing with the Second Extension Date and ending on the Second Extended Termination Date, Tenant shall pay all additional rent payable under the Lease, including Tenant’s Proportionate Share of Expenses and Taxes applicable to the Original Premises, in accordance with the terms of the Lease.

6.2 **Expansion Space from Expansion Space Effective Date Through Second Extended Termination Date.** Subject to Section 3.4, for the period commencing with the Expansion Space Effective Date and ending on the Second Extended Termination Date, Tenant shall pay all additional rent, including Tenant’s Proportionate Share of Expenses and Taxes applicable to the Expansion Space, in accordance with the terms of the Lease.
Notwithstanding the foregoing, the parties hereby acknowledge and agree that the $3,000.00 limitation on the air conditioning maintenance costs included in Expenses as set forth in Section 4.1.2 of the Original Lease shall not apply to the 1440 Building or the Expansion Space and Expenses with respect to the 1440 Building shall include the full amount of any air conditioning maintenance costs.

7. **Improvements to Expansion Space.**

7.1 **Condition of Expansion Space.** Tenant has inspected the Expansion Space and agrees to accept the same “as is” without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise in this Amendment. However, notwithstanding the foregoing, Landlord agrees that the doors and the base Building electrical, heating, ventilation and air conditioning and plumbing systems located in the Expansion Space shall be in good working order as of the date Landlord delivers possession of the Expansion Space to Tenant. Except to the extent caused by the acts or omissions of Tenant or any Tenant Entities or by any alterations or improvements performed by or on behalf of Tenant, if such systems are not in good working order as of the date possession of the Expansion Space is delivered to Tenant and Tenant provides Landlord with notice of the same within ninety (90) days following the date Landlord delivers possession of the Expansion Space to Tenant, Landlord shall be responsible for repairing or restoring the same. Landlord, at its sole cost and expense (except to the extent properly included in Expenses), shall be responsible for correcting any violations of Regulations with respect to the Tenant Alterations. In addition to the foregoing, Landlord shall be responsible for correcting any existing violations of Regulations in effect and enforced as of the Expansion Effective Date with respect to the Expansion Space; provided, however, that any alleged violations with respect to the Expansion Space (notwithstanding the Tenant Alterations) must be specifically identified in writing to Landlord within ten (10) days following the Expansion Effective Date. So long as Tenant notifies Landlord of any such violations of Regulations with respect to the Expansion Space within ten (10) days following the Expansion Effective Date, Landlord shall be responsible for correcting such violations at its sole cost and expense. Notwithstanding the foregoing, Landlord shall have the right to contest any alleged violation in good faith, including, without limitation, the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed by law and the right to appeal any decisions, judgments or rulings to the fullest extent permitted by law. Landlord, after the exhaustion of any and all rights to appeal or contest, will make all repairs, additions, alterations or improvements necessary to comply with the terms of any final order or judgment. Notwithstanding the foregoing, Tenant, not Landlord, shall be responsible for the correction of any violations that arise out of or in connection with any claims brought under any provision of the Americans With Disabilities Act other than Title III thereof, the specific nature of Tenant’s business in the Premises, the acts or omissions of Tenant or any Tenant Entities, Tenant’s arrangement of any furniture, equipment or other property in the Premises, any repairs, alterations, additions or improvements performed by or on behalf of Tenant (other than the Tenant Alterations) and any design or configuration of the Premises specifically requested by Tenant after being informed that such design or configuration may not be in strict compliance with Regulations. As of the date hereof, Landlord has not received written notice from any governmental agencies that the 1440 Building is in violation of any Regulations.

7.2 **Responsibility for Improvements to Expansion Space.** Landlord shall perform improvements to the Expansion Space in accordance with the terms of Exhibit B attached hereto. Notwithstanding anything to the contrary set forth in the Lease, Tenant shall have no obligation to remove any of the Tenant Alterations described on the Plans (as defined in Exhibit B hereto) as of the date hereof other than any data and communications cabling.
8. **Early Access to Expansion Space.** Subject to the terms of this Section 8 and provided that this Amendment and the Early Possession Agreement (as defined below) have been fully executed by all parties and Tenant has delivered all prepaid rental, the Additional Security Deposit and insurance certificates required hereunder, Landlord grants Tenant the right to enter the Expansion Space, at Tenant’s sole risk, approximately four (4) weeks prior to Landlord’s estimate of the Expansion Space Effective Date, as determined by Landlord, solely for the purpose of installing telecommunications and data cabling, equipment, furnishings and other personally and to perform the work specified in Sections 12 and 13 below. Such possession prior to the Expansion Space Effective Date shall be subject to all of the terms and conditions of the Lease, as amended hereby, except that Tenant shall not be required to pay Monthly Installment of Rent or Tenant’s Proportionate Share of Expenses and Taxes with respect to the period of time prior to the Expansion Space Effective Date during which Tenant occupies the Expansion Space solely for such purposes. Notwithstanding the foregoing, if Tenant takes possession of the Expansion Space before the Expansion Space Effective Date for any purpose other than as expressly provided in this Section, such possession shall be subject to the terms and conditions of the Lease, as amended hereby, and Tenant shall pay Monthly Installment of Rent, Tenant’s Proportionate Share of Expenses and Taxes, and any other charges payable hereunder to Landlord for each day of possession before the Expansion Space Effective Date. Said early possession shall not advance the Second Extended Termination Date. Landlord may withdraw such permission to enter the Expansion Space prior to the Expansion Space Effective Date at any time that Landlord reasonably determines that such entry by Tenant is causing a dangerous situation for Landlord, Tenant or their respective contractors or employees, or if Landlord reasonably determines that such entry by Tenant is hampering or otherwise preventing Landlord from proceeding with the completion of the Tenant Alterations described in Exhibit B at the earliest possible date. As a condition to any early entry by Tenant pursuant to this Section 8, Tenant shall execute and deliver to Landlord an early possession agreement (the “Early Possession Agreement”) in the form attached hereto as Exhibit C, provided by Landlord, setting forth the actual date for early possession and the date for the commencement of payment of Monthly Installment of Rent.

9. **Option to Renew.** Tenant’s Option to Renew set forth in Article 41 of the Original Lease, as amended by the First Amendment, is hereby deleted in its entirety and of no further force and effect. Provided the Lease, as amended hereby, is in full force and effect and Tenant is not in default under any of the other terms and conditions of the Lease, as amended hereby, beyond applicable notice and cure periods, at the time of notification or commencement, Tenant shall have one (1) option to renew (the “Renewal Option”) the Term of the Lease for a term of five (5) years (the “Renewal Term”), for the entire Original Premises and/or the entire Expansion Space, or both, provided that such portion(s) of the Premises are then being leased by Tenant as of the date the Renewal Term is to commence, on the same terms and conditions set forth in the Lease, except as modified by the terms, covenants and conditions as set forth below:

9.1 If Tenant elects to exercise the Renewal Option, then Tenant shall provide Landlord with written notice (“Tenant’s Renewal Notice”) of such exercise no earlier than the date which is three hundred sixty-five (365) days prior to the expiration of the then current Term but no later than the date which is one hundred eighty (180) days prior to the expiration of the then current Term. Tenant’s Renewal Notice shall expressly state whether Tenant is exercising the Renewal Option as to the entire Original Premises, the entire Expansion Space, or both; provided, however, if Tenant fails to state in Tenant’s Renewal Notice the portion of the Premises as to which Tenant is exercising the Renewal Option, Tenant shall be deemed to have exercised its Renewal Option for both the Original Premises and the Expansion Space. If Tenant fails to provide Tenant’s Renewal Notice as provided herein, Tenant shall have no further or additional right to extend or renew the Term of the Lease. As used in this Section 9 only, the term “Premises” shall mean and refer only to the portion of the Premises as to which Tenant exercises its Renewal Option pursuant to this Section 9.
9.2 The Annual Rent and Monthly Installment of Rent in effect at the expiration of the then current Term of the Lease shall be adjusted to reflect the Prevailing Market (defined below) rate for the Premises upon the commencement of the renewal term. Landlord shall advise Tenant of the new Annual Rent and Monthly Installment of Rent for the Premises no later than thirty (30) days after receipt of Tenant’s written request therefor. Said request shall be made no earlier than thirty (30) days prior to the first date on which Tenant may exercise its Renewal Option under this Section.

9.3 If Tenant and Landlord are unable to agree on a mutually acceptable Annual Rent and Monthly Installment of Rent for the Renewal Term not later than sixty (60) days prior to the expiration of the then current Term, then Landlord and Tenant, within five (5) days after such date, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Prevailing Market rate for the Premises during the Renewal Term (collectively referred to as the “Estimates”), subject to the terms of Section 9.4. If the higher of such Estimates is not more than one hundred five percent (105%) of the lower of such Estimates, then the Prevailing Market rate shall be the average of the two Estimates. If the Prevailing Market rate is not established by the exchange of Estimates, then, within seven (7) days after the exchange of Estimates, Landlord and Tenant shall each select an appraiser to determine which of the two Estimates most closely reflects the Prevailing Market rate for the Premises during the Renewal Term. Each appraiser so selected shall be certified as an MAI appraiser or as an ASA appraiser and shall have had at least five (5) years experience within the previous ten (10) years as a real estate appraiser working in same submarket area in which the Premises is located with Working knowledge of current rental rates and practices. For purposes hereof, an “MAI” appraiser means an individual who holds an MAI designation conferred by, and is an independent member of, the American Institute of Real Estate Appraisers (or its successor organization, or in the event there is no successor organization, the organization and designation most similar), and an “ASA” appraiser means an individual who holds the Senior Member designation conferred by, and is an independent member of, the American Society of Appraisers (or its successor organization, or, in the event there is no successor organization, the organization and designation most similar).
9.4 Upon selection, Landlord’s and Tenant’s appraisers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Prevailing Market rate for the Premises during the Renewal Term. The Estimates chosen by such appraisers shall be binding on both Landlord and Tenant. If either Landlord or Tenant fails to appoint an appraiser within the seven (7) day period referred to above, the appraiser appointed by the other party shall be the sole appraiser for the purposes hereof. If the two appraisers cannot agree upon which of the two Estimates most closely reflects the Prevailing Market rate within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such twenty (20) day period, the two appraisers shall select a third appraiser meeting the aforementioned criteria. Once the third appraiser (i.e., the arbitrator) has been selected as provided for above, then, as soon thereafter as practicable but in any case within fourteen (14) days, the arbitrator shall make his or her determination of which of the two Estimates most closely reflects the Prevailing Market rate and such Estimate shall be binding on both Landlord and Tenant as the Prevailing Market rate for the Premises. If the arbitrator believes that expert advice would materially assist him or her, he or she may retain one or more qualified persons to provide such: expert advice. The parties shall share equally in the costs of the arbitrator and of any experts retained by the arbitrator. Any fees of any appraiser, counsel or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such appraiser, counsel or expert.

9.5 If the Prevailing Market rate has not been determined by the commencement date of the Renewal Term, Tenant shall pay Monthly Installments of Rent for the Premises at the Monthly Installment of Rent rate and otherwise upon the terms and conditions in effect during the last month of the then current Term until such time as the Prevailing Market rate has been determined. Upon such determination, the Annual Rent and Monthly Installments of Rent for the Premises shall be retroactively adjusted to the commencement of the Renewal Term for the Premises.

9.6 This Renewal Option is not transferable; the parties hereto acknowledge and agree that they intend that the aforesaid option to renew the Lease shall be “personal” to Tenant as set forth above and its Permitted Transferee pursuant to a Permitted Transfer, and that in no event will any other assignee or any sublessee have any rights to exercise this Renewal Option.

9.7 If Tenant validly exercises or fails to exercise this Renewal Option, Tenant shall have no further right to extend the Term of the Lease. If Tenant elects to exercise its Renewal Option for less than the entire Premises in accordance with the terms and conditions of such election set forth in Section 9.1 above, Tenant shall vacate and surrender to Landlord the portion of the Premises for which the Term is not so extended in accordance with the terms and conditions of the Lease.

9.8 For purposes of this Renewal Option, “Prevailing Market” shall mean the arms length fair market annual rental rate per rentable square foot under renewal and new leases and amendments entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Premises in the Building and buildings comparable to the Building in the same rental market in the Milpitas, California area as of the date the Renewal Term is to commence, taking into account the specific provisions of the Lease, as amended hereby, which will remain constant. The
determination of Prevailing Market shall take into account any material economic differences between the terms of the Lease, as amended, and any comparison lease or amendment, such as rent abatements, construction costs and other concessions and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes.

10. Right of First Offer.

10.1 Tenant shall have a one-time right of first offer (the “Offer Right”) with respect to the approximately 26,719 rentable square feet of space in the 1390 Building and shown on the demising plan attached hereto as Exhibit E (the “Offer Space”), Tenant’s Offer Right shall be exercised as follows: at any time after Landlord has determined that the Offer Space has become Available (defined below), but prior to leasing the Offer Space to a party other than the existing tenant thereto, Landlord shall advise Tenant (the “Advice”) of the terms under which Landlord is prepared to lease the Offer Space to Tenant. For purposes hereof, the Offer Space shall be deemed to become “Available” when Landlord has determined that the tenant of the Offer Space will not extend or renew the term of its lease, or enter into a new lease, for the Offer Space. Tenant may lease the Offer Space in its entirety only, under the terms set forth in the Advice, by delivering written notice of exercise to Landlord (the “Notice of Exercise”) within seven (7) business days after the date of the Advice, except that Tenant shall have no such Offer Right and Landlord need not provide Tenant with an Advice with respect to the Offer Space, if (i) Tenant is in default under the Lease, as amended hereby, beyond any applicable notice and cure periods, at the time that Landlord would otherwise deliver the Advice; or (ii) the Premises, or any portion thereof, is sublet at the time Landlord would otherwise deliver the Advice; or (iii) the Lease has been assigned (other than pursuant to a Permitted Transfer) prior to the date Landlord would otherwise deliver the Advice; or (iv) Tenant is not occupying the Premises on the date Landlord would otherwise deliver the Advice; or (v) the Offer Space is not intended for the exclusive use of Tenant during the Term; or (vi) the existing tenant in the Offer Space is interested in extending or renewing its lease for the Offer Space or entering into a new lease for the Offer Space.

10.2 The term for the Offer Space (the “Offer Space Term”) shall commence upon the commencement date stated in the Advice and thereupon such Offer Space shall be considered a part of the Premises, provided that all of the terms stated in the Advice shall govern Tenant’s leasing of the Offer Space and only to the extent that they do not conflict with the Advice, the terms and conditions of the Lease, as amended hereby, shall apply to the Offer Space. Notwithstanding the foregoing, if the remaining Term of the Lease following the commencement of the Offer Space Term is greater than thirty six (36) months, then the Offer Space Term shall expire concurrently with the Term of the Lease, as may be extended, and if the remaining Term of the Lease following the commencement: of the Offer Space Term is less than thirty six (36) months, then the Offer Space Term shall be as set forth in the Advice. Tenant shall pay Monthly Installment of Rent, Tenant’s Proportionate Share of Expenses and Taxes and any other additional rent for the Offer Space in accordance with the terms and conditions of the Advice.

10.3 The Offer Space (including improvements and personalty, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the earlier of the date
Tenant takes possession of the Offer Space or the date the term for such Offer Space commences, unless the Advice specifies work to be performed by Landlord in the Offer Space, in which case Landlord shall perform such work in the Offer Space. If Landlord is delayed delivering possession of the Offer Space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of such space, and the commencement of the term for the Offer Space shall be postponed until the date Landlord delivers possession of the Offer Space to Tenant free from occupancy by any party.

10.4 The rights of Tenant hereunder with respect to the Offer Space shall terminate on the earlier to occur of: (i) twelve (12) months prior to the Second Extended Termination Date; (ii) Tenant’s failure to exercise its Offer Right within the seven (7) business day period provided in Section 10.1 above; and (iii) the date Landlord would have provided Tenant the Advice if Tenant had not been in violation of one or more of the conditions set forth in Section 10.1 above.

10.5 If Tenant exercises its Offer Right, Landlord shall prepare an amendment (the “Offer Space Amendment”) adding the Offer Space to the Premises on the terms set forth in the Advice and reflecting the changes in the Monthly Installment of Rent, rentable square footage of the Premises, Tenant’s Proportionate Share and other appropriate terms. A copy of the Offer Space Amendment shall be sent to Tenant within a reasonable time after Landlord’s receipt of the Notice of Exercise executed by Tenant, and Tenant shall execute and return the Offer Space Amendment to Landlord within ten (10) business days thereafter, but an otherwise valid exercise of the Offer Right shall be fully effective whether or not the Offer Space Amendment is executed.

10.6 Notwithstanding anything herein to the contrary, Tenant’s Offer Right is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) of NexG, the tenant of the Offer Space on the date hereof, and its successors and assigns.

11. **Temporary Space.**

11.1 Effective as of March 9, 2012 (the “Temporary Space Extension Date”), the Temporary Space Term is extended and, notwithstanding anything to the contrary set forth in Section 1.2 of the Second Amendment, shall expire on the tenth (10th) business day immediately following the Expansion Space Effective Date (the “Temporary Space Extended Termination Date”), unless sooner terminated in accordance with the terms of the Lease. The portion of the Temporary Space Term commencing on the Temporary Space Extension Date and ending on the Temporary Space Extended Termination Date is referred to herein as the “Extended Temporary Space Term”. Tenant shall have the right, upon thirty (30) days prior written notice to Landlord, to terminate the Extended Temporary Space Term with respect to the Original Temporary Space only. Upon the later of (i) thirty (30) days following Landlord’s receipt of Tenant’s notice of its intent to terminate the Extended Temporary Space Term in accordance with the foregoing and (ii) the date Tenant vacates the Original Temporary Space, the “Temporary Space” as used herein shall be deemed to be the Additional Temporary Space only and all rentable square footage calculations and Tenant’s Proportionate Share relating to the Temporary Space shall be adjusted accordingly. Notwithstanding anything to the contrary set forth
in the Lease, Tenant’s occupancy of the Temporary Space during the Extended Temporary Space Term shall be subject to the terms and conditions set forth in this Section 11.

11.2 Effective as of the date that is one (1) day following the date this Amendment has been fully executed by all parties and Tenant has delivered all prepaid rental, the Additional Security Deposit and insurance certificates required hereunder (the “Temporary Space Expansion Effective Date”) and ending on the Extended Temporary Space Termination Date, the Temporary Space is increased from approximately 5,259 rentable square feet in the 1371 Building to approximately 34,916 rentable square feet in the 1371 Building and the 1455 Building by the addition of the Additional Temporary Space, and during the Extended Temporary Space Term, the Temporary Space and Additional Temporary Space, collectively, shall be deemed the “Premises” and the 1371 Building and the 1455 Building shall be deemed the “Building” for purposes of Articles 10 (Indemnity), 11 (Insurance) and 12 (Waiver of Subrogation) of the Original Lease. The Temporary Space shall be accepted by Tenant in its “as-is” condition and configuration, it being agreed that Landlord shall be under no obligation to perform any work in the Temporary Space or to incur any costs in connection with Tenant’s move in, move out or occupancy of the Temporary Space. Tenant acknowledges that it shall be entitled to use and occupy the Temporary Space at its sole cost, expense and risk. Tenant shall not construct any improvements or make any alterations of any type to the Temporary Space without the prior written consent of Landlord. All costs in connection with making the Temporary Space ready for occupancy by Tenant shall be the sole responsibility of Tenant.

11.3 The Temporary Space shall be subject to all the terms and conditions of the Lease, as amended hereby, except as expressly modified herein and except that (a) Tenant shall not be entitled to receive any allowances, abatement or other financial concession in connection with the Temporary Space which was granted with respect to the Premises, (ii) the Temporary Space shall not be subject to any renewal or expansion rights of Tenant under the Lease or this Amendment, and (iii) Tenant shall not be required to pay Monthly Installment of Rent for the Temporary Space during the Extended Temporary Space Term. However, Tenant shall be required to pay Tenant’s Proportionate Share of Expenses and Taxes for the entire Temporary Space during the Extended Temporary Space Term in accordance with the terms of Article 4 of the Original Lease. For the period commencing as of the Temporary Space Expansion Effective Date and continuing until the Extended Temporary Space Term, Tenant’s Proportionate Share for the Additional Temporary Space is 87.48% of the 1455 Building and Tenant’s Proportionate Share of the initial Temporary Space and the Additional Temporary Space is, collectively, 5.73% of the Project.

11.4 Upon termination of the Extended Temporary Space Term, Tenant shall vacate the entire Temporary Space and deliver the same to Landlord in the same condition that the Temporary Space was delivered to Tenant, ordinary wear and tear excepted. At the expiration or earlier termination of the Extended Temporary Space Term, Tenant shall remove all debris, all items of Tenant’s personality, and any trade fixtures of Tenant from the Temporary Space, Tenant shall be fully liable for all damage Tenant, any Tenant Entity, any contractors, or subcontractors cause to the Temporary Space. Tenant shall have no right to hold over or otherwise occupy the Temporary Space or any portion thereof at any time following the expiration or earlier termination of the Extended
Temporary Space Term, and in the event of such holdover, Landlord shall immediately be entitled to institute dispossessory proceedings to recover possession of the Temporary Space, without first providing notice thereof to Tenant. In the event of holding over by Tenant after expiration or termination of the Extended Temporary Space Term without the written authorization of Landlord, Tenant shall pay, for such holding over, the sum of $1.23 per rentable square foot of the Temporary Space plus Tenant’s Proportionate Share of Expenses and Taxes for the Temporary Space for each month or partial month of holdover plus all damages that Landlord incurs as a result of the Tenant’s hold over. During any such holdover, Tenant’s occupancy of the Temporary Space shall be deemed that of a tenant at sufferance, and in no event, either during the Extended Temporary Space Term or during any holdover by Tenant, shall Tenant be determined to be a tenant-at-will under applicable law. While Tenant is occupying the Temporary Space, Landlord or Landlord’s authorized agents shall be entitled to enter the Temporary Space, upon reasonable notice, to display the Temporary Space to prospective tenants.

12. **Communication Lines.** Subject to the terms of this Section, Tenant may install, maintain, replace, remove, use or modify communications or computer wires, fiber conduits, cables and related devices (collectively, the “Lines”) at the Building, which may include connecting the Lines between the 1390 Building and the 1440 Building by installing fiber conduit in the parking lot and landscaping areas between the 1390 Building and the 1440 Building (the “Exterior Areas”). Tenant shall submit to Landlord for Landlord’s prior consent for approval (which approval shall not be unreasonably withheld, conditioned or delayed) detailed plans, schematics, specifications identifying all work to be performed (the “Plans and Specifications”) and the time schedule for completion of the work. Landlord hereby approves of Midstate Electric to provide service to the Lines and of San Jose Construction to perform the proposed work. The exact location of the portions of the Building and the Exterior Areas in which Tenant may install the Lines shall be approved in advance in writing by Landlord in its reasonable discretion and in no event shall Tenant install any Lines or make or permit any penetrations in any other portions of the Building or Project. Landlord shall have a reasonable time in which to evaluate the request after it is submitted by Tenant.

12.1 Tenant shall be solely responsible for obtaining all necessary governmental and regulatory approvals and for the cost of installing, operating, maintaining and removing the Lines. Tenant shall notify Landlord upon completion of the installation, of the Lines. If Landlord reasonably determines that the Lines does not comply with the approved Plans and Specifications, that the Building, Exterior Areas or any other portion of the Project has been damaged during installation of the Lines or that the installation was defective, Landlord shall notify Tenant of any noncompliance or detected problems and Tenant immediately shall cure the defects. If the Tenant fails to immediately cure the defects, Tenant shall pay to Landlord upon demand the cost of correcting any defects and repairing any damage to the Building, the Exterior Areas and the Project caused by such installation. It is further understood and agreed that the installation, maintenance, operation and removal of the Lines is not permitted to damage the Building, including the foundation and concrete floor slabs or the Exterior Areas, or interfere with the use of the Exterior Areas or Project by Landlord, any tenant or occupant of the Project or any other third parties.

12.2 Landlord’s approval of, or requirements concerning, the Lines or any equipment related thereto, the Plans and Specifications or designs related thereto, the contractor or
subcontractor, or the work performed hereunder, shall not be deemed a warranty as to the adequacy thereof and Landlord hereby disclaims any responsibility or liability for the same. Landlord disclaims all responsibility for the condition or utility of the intrabuilding network cabling (INC) and makes no representation regarding the suitability of the INC for Tenant’s intended use.

12.3 With respect to any work performed by Tenant pursuant to this Section, Tenant shall: (a) pay all costs in connection therewith, including all costs related to new Lines and all costs for repairs required to the Building and the Project (including the Exterior Areas) as a result of such installation, including without limitation the cost to repair and seal all affected Exterior Areas; (b) comply with all requirements and conditions of this Section and Article 6 of the Original Lease; and (c) use, maintain and operate the Lines and related equipment in accordance with and subject to all Regulations governing the Lines and equipment. Tenant shall further insure that: (i) Tenant’s contractor complies with the provisions of this Section and Landlord’s reasonable requirements governing any work performed; (ii) Tenant’s contractor provides all insurance required by Landlord; (iii) any work performed shall comply with all Regulations; and (iv) as soon as the work is completed, Tenant shall submit “as-built” drawings to Landlord.

12.4 Landlord reserves the right to require that Tenant remove or relocate any Lines located in or about or serving the Building which are installed in violation of these provisions, or which are at any time in violation of any Regulations or present a dangerous or potentially dangerous condition (whether such Lines were installed by Tenant or any other party), within three (3) days after written notice. Landlord reserves the right to relocate the Lines as reasonably necessary during the Term at Landlord’s sole cost and expense; provided that such relocation shall not result in a disruption in communication provided by such Lines. Landlord acknowledges that in the event Landlord elects to relocate the Lines, Landlord will be required to install and connect the relocated Lines before disconnecting the existing Lines. Tenant shall not be required to remove the Lines; provided, however, that Tenant shall be required to cap and secure any or all Lines installed by or on behalf of Tenant, at Tenant’s sole cost and expense, upon termination or any earlier expiration of the Lease and repair any damage to the Building and the Project caused by such capping and securing. All Lines shall become the property of Landlord (without payment by Landlord) upon the expiration or earlier termination of the Lease, as amended hereby. If Tenant fails to cap and secure such Lines as required by Landlord, or violates any other provision of this Section, Landlord may remove such Lines or otherwise remedy such violation at Tenant’s expense (without limiting Landlord’s other remedies available under the Lease or applicable law). Tenant shall not, without the prior written consent of Landlord in each instance, grant to any third party a security interest or lien in or on the Lines, and any such security interest or lien granted without Landlord’s written consent shall be null and void. Tenant’s obligations pursuant to this Section 12.4 shall survive the expiration or earlier termination of the Lease.

12.5 In addition to any other indemnification obligations under the Lease, Tenant shall indemnify, defend and hold harmless Landlord and the Landlord Entities from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including reasonable attorneys’ fees) arising out of or in any way related to the acts and omissions of Tenant any Tenant Entity, contractors,
subcontractors, subtenants and invitees with respect to: (a) the installation, use, maintenance and removal of any Lines or equipment related thereto installed by or on behalf of Tenant; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any Lines or equipment installed by or on behalf of Tenant; (c) any lawsuit brought or threatened, settlement reached, or governmental order relating to such Lines or equipment related thereto; and (d) any violations of Regulations or demands of governmental authorities, or any policies or requirements of Landlord, which are based upon or in any way related to such Lines or equipment related thereto. This indemnification and hold harmless agreement shall survive the expiration or earlier termination of the Lease.

12.6 Landlord shall have no liability for damages arising from, and Landlord does not warrant that Tenant’s use of any Lines will be free from the following (collectively called “Line Problems”): (a) any eavesdropping or wire-tapping by unauthorized parties; (b) any failure of any Lines to satisfy Tenant’s requirements; or (c) any shortages, failures, variations, interruptions, disconnections, loss or damage caused by the installation, maintenance, replacement, use or removal of Lines by or for other tenants or occupants at the Building, by any failure of the environmental conditions or the power supply for the Building to conform to any requirements for the Lines or any associated equipment, or any other problems associated with any Lines by any other cause. Under no circumstances shall any Line Problems be deemed an actual or constructive eviction of Tenant, render Landlord liable to Tenant for abatement of rent, or relieve Tenant from performance of Tenant’s obligations under the Lease, as amended hereby. Landlord in no event shall be liable for damages by reason of loss of profits, business interruption or other consequential damage arising from any Line Problems.


13.1 Subject to the terms of the Lease, as amended hereby, including, without limitation, Tenant’s compliance with Article 6 of the Original Lease, Tenant, at Tenant’s sole cost and expense, shall have the right to install and maintain a security and card access system in the Expansion Space and at the entrance to the Expansion Space (“Tenant’s Security System”), subject to the following conditions: (a) Tenant’s plans and specifications for the proposed Tenant’s Security System shall be subject to Landlord’s prior written approval, which approval will not be unreasonably withheld; provided, however, that Tenant shall coordinate the installation and operation of Tenant’s Security System with Landlord to assure that Tenant’s Security System is compatible with the Building’s systems and equipment and to the extent that Tenant’s Security System is not compatible with the Building systems and equipment, Tenant shall not be entitled to install or operate it (and Tenant shall not actually install or operate Tenant’s Security System unless Tenant has obtained Landlord’s reasonable approval of such compatibility in writing prior to such installation or operation); (b) Tenant’s Security System shall be and shall remain compatible with any security and other systems existing in the Building (if any); (c) Tenant’s Security System shall be installed and used in compliance with all other provisions of the Lease and this Section; (d) Tenant shall keep Tenant’s Security System in good operating condition and repair and Tenant shall be solely responsible, at Tenant’s sole cost and expense, for the monitoring, operation and removal of Tenant’s Security System; and (e) Tenant’s Security System shall not make noise or visual alerts or alarms which disturb other occupants of the Project or which result in alarms or false
alarms to which Landlord or its manager are called to respond. In the event Tenant, with Landlord’s reasonable approval, installs any security cameras in the Expansion Space, Landlord shall have no obligation to monitor Tenant’s security cameras.

13.2 Upon the expiration or earlier termination of the Lease, Tenant shall remove Tenant’s Security System. All costs and expenses associated with the removal of Tenant’s Security System and the repair of any damage to the Expansion Space and the Building resulting from the installation and/or removal of same shall be borne solely by Tenant. Notwithstanding anything to the contrary, neither Landlord nor any Landlord Entities shall be directly or indirectly liable to Tenant, any Tenant Entities or any other person and Tenant hereby waives any and all claims against and releases Landlord and the Landlord Entities from any and all claims arising as a consequence of or related to Tenant’s Security System, or the failure thereof. Furthermore, Tenant agrees to indemnify, defend and hold Landlord and the Landlord Entities harmless from and against any and all damages, losses, claims, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ and other professional fees), actions or causes of action, or judgments arising in any manner from Tenant’s installation, operation, use and maintenance of Tenant’s Security System and such indemnification obligation shall survive the expiration or earlier termination of the Lease.

14. Other Pertinent Provisions. Landlord and Tenant agree that, effective as of the date of this Amendment (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:

14.1 Tenant’s Insurance. Tenant’s insurance required under the Lease, as amended hereby, shall include the Expansion Space and, during the Extended Temporary Space Term, shall include the Temporary Space (including the Additional Temporary Space). Tenant shall provide Landlord with a certificate of insurance evidencing Tenant’s insurance upon delivery of this Amendment, executed by Tenant to Landlord, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant’s insurance.

14.2 Cosmetic Alterations. The limitation on the cost of Cosmetic Alterations set forth in Section 6.1 of the Original Lease is hereby amended to be $50,000.00 in the aggregate during any twelve (12) month period of the Term.

14.3 Expansion Space Monument Sign.

14.3.1 So long as Tenant is in occupancy of the entire Expansion Space, Tenant shall have the exclusive right to have its name listed on the monument sign for the 1440 Building (the “1440 Monument Sign”), subject to the terms of this Section 14.3. Such right shall include the installation of lighting consistent with Tenant’s existing monument signage currently located in the Project. The design, size and color of Tenant’s signage with Tenant’s name to be included on the 1440 Monument Sign, and the manner in which it is attached to the 1440 Monument Sign, shall comply with all applicable Regulations and shall be subject to the approval of Landlord (which approval shall not be unreasonably withheld) and any applicable governmental authorities. Landlord reserves the
right to withhold consent to any sign that, in the reasonable judgment of Landlord, is not harmonious with the design standards of the Building and Monument Sign. To obtain Landlord’s consent, Tenant shall submit design drawings to Landlord showing the type and sizes of all lettering; the colors, finishes and types of materials used; and (if applicable and Landlord consents in its sole discretion) any provisions for illumination. Although the 1440 Monument Sign will be maintained by Landlord, Tenant shall pay its Proportionate Share of the cost of any maintenance and repair associated with the 1440 Monument Sign.

14.3.2 Tenant’s name on the 1440 Monument Sign shall be designed, constructed, installed, insured, maintained, repaired and removed from the 1440 Monument Sign all at Tenant’s sole risk, cost and expense. Tenant, at its cost, shall be responsible for the maintenance, repair or replacement of Tenant’s signage on the 1440 Monument Sign, which shall be maintained in a manner reasonably satisfactory to Landlord.

14.3.3 If during the Term (and any extensions thereof) Tenant or its Permitted Transferee leases and occupies less than the entire Expansion Space, then Tenant’s rights granted herein will terminate and Landlord may remove Tenant’s name from the 1440 Monument Sign at Tenant’s sole cost and expense and restore the 1440 Monument Sign to the condition it was in prior to installation of Tenant’s signage thereon, ordinary wear and tear excepted. The cost of such removal and restoration shall be payable as additional rent within thirty (30) days of Landlord’s demand.

14.4 Parking. In addition to Tenant’s proportionate share of unreserved parking spaces with respect to the Original Premises, effective as of the Expansion Effective Date, Tenant shall be entitled to its proportionate share (which is 166 unreserved spaces as of the date hereof) of unreserved parking spaces for the parking area serving the 1440 Building. Tenant’s use of such additional parking spaces is subject to all of the terms and conditions of the Lease.

14.5 Landscaping. Tenant shall work with a professional landscape company to submit to Landlord Tenant’s requested landscaping changes to the front: landscaping areas of the 1390 Building and the 1440 Building, which changes may include, but are not limited to, the installation of lattice fencing with vines and flowering plants and additional flowering plants. Such landscaping changes shall be subject to Landlord’s reasonable consent and shall be generally consistent with the existing landscaping for the Project. The cost of such changes to the landscaping and additional addition maintenance or other services required as a result thereof shall be included by Landlord in the Expenses payable by Tenant for the 1440 Building and Tenant shall be responsible for paying Tenant’s Proportionate Share of such costs, which costs shall be in addition to any landscaping costs for the Project that are included in Expenses.

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15. Miscellaneous.

15.1 This Amendment, including Exhibit A (Outline and Location of Expansion Space), Exhibit B (Tenant Alterations), Exhibit C (Early Possession Agreement) and Exhibit D (Expansion Space Effective Date Memorandum), Exhibit E (Outline and Location of Additional Temporary Space) Exhibit F (Form of Letter of Credit) attached hereto, sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.

15.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

15.3 Tenant shall reasonably comply with Landlord’s recycling policy for the Building, including, without limitation, Tenant shall sort and separate its trash into separate recycling containers as required by law or which may be furnished by Landlord and located in the Premises. Tenant shall comply with all laws regarding the collection, sorting, separation, and recycling of garbage, waste products, trash and other refuse at the Building. Landlord reserves the right to refuse to collect or accept from Tenant any trash that is not separated and sorted as required by law or pursuant to Landlord’s recycling policy, and to require Tenant to arrange for such collection at Tenant’s cost, utilizing a contractor reasonably satisfactory to Landlord.

15.4 Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

15.5 Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment other than Colliers International. Tenant agrees to indemnify and hold Landlord and the Landlord Entities harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Amendment.

15.6 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224
(September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC; “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Second Extended Term, an Event of Default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.

15.7 Redress for any claim against Landlord under the Lease and this Amendment shall be limited to and enforceable only against and to the extent of Landlord’s interest in the Building. The obligations of Landlord under the Lease are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, its investment manager, the general partners thereof or any beneficiaries, stockholders, employees, or agents of Landlord or the investment manager, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

IN WITNESS WHEREOF, Landlord and Tenant have entered into and executed this Amendment as of the date first written above.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: SVCA JV LLC,
a Delaware limited liability company
its Manager

By: RREEF America REIT III Corp. GG- QRS, a
Maryland corporation
its Manager

TENANT:

FIREEYE, INC.,
a Delaware corporation

By: /s/ Michael J. Sheridan
Name: Michael J. Sheridan
Title: CFO
Dated: 2/22/12

By: /s/ Mike Walker
Name: MIKE WALKER
Title: V.P.
Dated: 3/1/12
EXHIBIT A – OUTLINE AND LOCATION OF EXPANSION SPACE

attached to and made a part of the Amendment dated as of February 21, 2012, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

Exhibit A is intended only to show the general layout of the Expansion Space as of the beginning of Expansion Space Effective Date. It does not in any way supersede any of Landlord’s rights set forth in the Lease with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.
EXHIBIT B – TENANT ALTERATIONS

attached to and made a part of the Amendment dated as of February 21, 2012, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

1. Landlord shall perform improvements to the Expansion Space in accordance with the plans prepared by API, dated February 21, 2012 and attached hereto as Schedule 1 (the “Plans”). In addition, Landlord shall replace thirteen (13) of the existing heating, ventilation and air conditioning units serving the 1440 Building with new comparable HVAC units (collectively, the “Replacement HVAC Units”), as described on Schedule 2 hereto and perform all ducting and cooling work such that the Replacement HVAC Units and associated ducting work are sufficient to provide HVAC to the Expansion Space (excluding the main electrical room, shipping and receiving room, storage, fire sprinkler and restroom areas). In addition to the foregoing improvements, Landlord shall install two (2) 20-ton HVAC units which shall be solely dedicated to provide HVAC to Tenant’s lab space (the “Additional HVAC Units”). The Replacement HVAC Units, Additional HVAC Units, and ducting work are referred to herein as the “HVAC Work”). The improvements to be performed by Landlord in accordance with the Plans and the HVAC Work are collectively hereinafter referred to as the “Tenant Alterations.” It is agreed that construction of the Tenant Alterations, other than the Additional Improvements (defined below), will be completed at Landlord’s sole cost and expense (subject to the terms of Section 2 and 3 below) using Building standard methods, new materials and finishes. Landlord shall enter into a direct contract for the Tenant Alterations with a general contractor selected by Landlord. In addition, Landlord shall have the right to select and/or approve of any subcontractors used in connection with the Tenant Alterations.

2. If Tenant shall request any revisions to the Plans (including any revisions to the HVAC Work), Landlord shall have such revisions prepared at Tenant’s sole cost and expense and Tenant shall reimburse Landlord for the cost of preparing any such revisions, plus any applicable state sales or use tax thereon, upon demand. Promptly upon completion of the revisions, Landlord shall notify Tenant in writing of the increased cost in the Tenant Alterations, if any, resulting from such revisions to the Plans (or if applicable, to the HVAC Work). Tenant, within two (2) business days, shall notify Landlord in writing whether it desires to proceed with such revisions. In the absence of such written authorization, Landlord shall have the option to continue work on the Expansion Space disregarding the requested revision. Tenant shall be responsible for any Tenant Delay in completion of the Expansion Space resulting from any revision to the Plans or the HVAC Work. If such revisions result in an increase in the cost of Tenant Alterations, such increased costs, plus any applicable state sales or use tax thereon, shall be payable by Tenant upon demand. Notwithstanding anything herein to the contrary, all revisions to the Plans shall be subject to the reasonable approval of Landlord.

3. The parties hereby acknowledge that Tenant has requested that Landlord construct, as a part of the Tenant Alterations, four (4) additional offices and one (1) conference room, as shown on the Plans (the “Additional Improvements”). Notwithstanding anything to the contrary set forth herein, the Additional Improvements shall be performed by Landlord at Tenant’s sole cost and expense and the cost of the Additional Improvements, plus any applicable state sales or use tax thereon (collectively the “Additional Improvement Costs”), which is estimated to be $49,406.00, shall be payable by Tenant as additional rent under the Lease. So long as Tenant is not in default under the Lease beyond applicable notice and cure periods, Tenant shall be entitled to an allowance in an amount not to exceed the actual Additional Improvement Costs (the “Additional Improvement Allowance”) from Landlord in order to finance the Additional Improvement Costs during the New Term. Landlord shall apply the Additional
Improvement Allowance to the Additional Improvement Costs and any such Additional Improvement Allowance so applied by Landlord on behalf of Tenant hereunder shall be repaid to Landlord as additional rent in accordance with this Section 3. Tenant shall pay Landlord the Additional Improvement Allowance in accordance with the following schedule: (i) fifty percent (50%) of the Additional Improvement Allowance upon the commencement of the Tenant Alterations; (b) forty percent (40%) of the Additional Improvement Allowance upon the substantial completion of the Tenant Alterations; and (iii) the remaining 10% of the Additional Improvement Allowance within thirty (30) days following the Expansion Effective Date. If Tenant is in default under the Lease, as amended, after the expiration of applicable cure periods, the entire unpaid balance of the Additional Improvement Allowance applied to the Additional Improvement Cost hereunder shall become immediately due and payable and, except to the extent required by applicable law, shall not be subject to mitigation or reduction in connection with a reletting of the Premises by Landlord.

4. This Exhibit B shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

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B-2
attached to and made a part of the Amendment dated as of February 21, 2012, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREYE, INC., a Delaware corporation, as Tenant
SCHEDULE 2 TO EXHIBIT B – REPLACEMENT HVAC SPECIFICATIONS

attached to and made a part of the Amendment dated as of February 21, 2012, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREYE, INC., a Delaware corporation, as Tenant

Address: 1440 McCarthy Blvd., Milpitas, CA

HVAC Equipment Covered Under Agreement, (bldg. comfort air)

Note: All year of manufacture and tonnage capacities are as per the manufacturer’s representative advisement.

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<td>SACC-C144-A</td>
<td>C84A-08777</td>
<td>12</td>
<td>1984</td>
</tr>
<tr>
<td>AC-11</td>
<td>TRANE</td>
<td>SFCB-B854-LA</td>
<td>C84E-08018</td>
<td>8</td>
<td>1984</td>
</tr>
<tr>
<td>AC-12</td>
<td>TRANE</td>
<td>SFHC-B304-HA</td>
<td>C82K-09872</td>
<td>3</td>
<td>1982</td>
</tr>
<tr>
<td>AC-13</td>
<td>TRANE</td>
<td>SFHC-B404-HB</td>
<td>C84C-06635</td>
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</tr>
<tr>
<td>AC-14</td>
<td>TRANE</td>
<td>BTC100C400BB</td>
<td>S131144329D</td>
<td>8</td>
<td>1986</td>
</tr>
<tr>
<td>EXHAUST FANS (3)</td>
<td>VARIOUS</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Note: The Existing Unit AC-9 listed above will not be replaced.

B-4
EXHIBIT C – EARLY POSSESSION AGREEMENT

attached to and made a part of the Amendment dated as of February 21, 2012, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

EARLY POSSESSION AGREEMENT

Landlord and Tenant are parties to that certain lease dated January 15, 2008 (the “Original Lease”), which Original Lease has been previously amended by that certain First Amendment dated April 28, 2010, that certain Second Amendment dated December 5, 2011, and that certain Third Amendment (the “Amendment”) dated , 2012 (collectively, the “Lease”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 61,998 rentable square feet comprised of (i) approximately 16,892 rentable square feet (the “Original Premises”) of the building located at 1390 McCarthy Boulevard, Milpitas, California and (ii) approximately 45,106 rentable square feet of the building in the Project located at 1440 McCarthy Boulevard, Milpitas, California (the “Expansion Space”), as well as certain temporary space further described in the Lease. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

It is hereby agreed that, notwithstanding anything to the contrary contained in the Amendment but subject to the terms of Section 8 of the Amendment, Tenant may occupy the Expansion Space on . The first Monthly Installment of Rent for the Expansion Space is due on .

Landlord and Tenant agree that all the terms and conditions of the above referenced Lease are in full force and effect as of the date of Tenant’s possession of the Expansion Space prior to the Expansion Effective Date pursuant to Section 8 of the Amendment other than the payment of monthly rent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

LANDLORD:
SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: __________________________________________
Name: _______________________________________
Its: __________________________________________
Date: _________________________________________

TENANT:
FIREEYE, INC.,
a Delaware corporation

By: __________________________________________
Name: _______________________________________
Its: __________________________________________
Date: _________________________________________

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EXHIBIT D – EXPANSION SPACE EFFECTIVE DATE MEMORANDUM

attached to and made a part of the Amendment dated as of February 21, 2012, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

EXPANSION SPACE EFFECTIVE DATE MEMORANDUM

THIS EXPANSION SPACE EFFECTIVE DATE MEMORANDUM, made as of , 2012, by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”) and FIREEYE, INC., a Delaware corporation (“Tenant”).

Recitals:

A. Landlord and Tenant are parties to that certain lease dated January 15, 2008 (the “Original Lease”), which Original Lease has been previously amended by that certain First Amendment dated April 28, 2010, that certain Second Amendment dated December 5, 2011, and that certain Third Amendment (the “Amendment”) dated , 2012 (collectively, the “Lease”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 61,998 rentable square feet comprised of (i) approximately 16,892 rentable square feet (the “Original Premises”) of the building located at 1390 McCarthy Boulevard, Milpitas, California and (ii) approximately 45,106 rentable square feet of the building in the Project located at 1440 McCarthy Boulevard, Milpitas, California (the “Expansion Space”), as well as certain temporary space further described in the Lease.

B. Tenant is in possession of the Expansion Space and the Term of the Lease with respect to the Expansion Space has commenced.

C. Landlord and Tenant desire to enter into this Memorandum confirming the Expansion Space Effective Date, the Second Extended Termination Date and other matters under the Amendment.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The actual Expansion Space Effective Date is .

2. The actual Second Extended Termination Date is .

3. The schedule of the Annual Rent and the Monthly Installment of Rent with respect to the Original Premises and the Expansion Space set forth in Section 3 of the Amendment is deleted in its entirety, and the following is substituted therefor.

[Insert Rent Schedule]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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4. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: ____________________________
Name: __________________________
Its: ____________________________
Date: ____________________________

TENANT:

FIREEYE, INC.,
a Delaware corporation

By: ____________________________
Name: __________________________
Its: ____________________________
Date: ____________________________

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attached to and made a part of the Amendment dated as of February 21, 2012, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREYE, INC., a Delaware corporation, as Tenant

Exhibit E is intended only to show the general layout of the Additional Temporary Space as of the Additional Temporary Space Commencement Date. It does not in any way supersede any of Landlord’s rights set forth in the Lease with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.

* shaded area not included
EXHIBIT F – FORM OF LETTER OF CREDIT

attached to and made a part of the Amendment dated as of February 21, 2012, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

FORM OF LETTER OF CREDIT

[Name of Financial Institution]

Irrevocable Standby Letter of Credit

No. .................................................................

Issuance Date: ...........................................

Expiration Date: ........................................

Applicant: ..................................................

Beneficiary

[Insert Name of Landlord]

[Insert Building management office address]

.................................................................

With copies of all notices to Beneficiary

Also delivered to:

[TO BE PROVIDED]

Ladies/Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit in your favor for the account of the above referenced Applicant in the amount of U.S. Dollars ($            ) available for payment at sight by your draft drawn on us when accompanied by the following documents:

1. An original copy of this Irrevocable Standby Letter of Credit.

2. Beneficiary’s dated statement purportedly signed by an authorized signatory or agent reading: “This draw in the amount of U.S. Dollars ($            ) under your Irrevocable Standby Letter of Credit No. ................................................................. represents funds due and owing to us pursuant to the terms of that certain lease by and between ................................, as landlord, and ................................, as tenant, and/or any amendment to the lease or any other agreement between such parties related to the lease.”

It is a condition of this Irrevocable Standby Letter of Credit that it will be considered automatically renewed for a one year period upon the expiration date set forth above and upon each anniversary of such date, unless at least 90 days prior to such expiration date or applicable anniversary thereof, we notify you in writing, by certified mail return receipt requested or by recognized overnight courier service, that we elect not to so renew this Irrevocable Standby Letter of Credit. In addition to the

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foregoing, we understand and agree that you shall be entitled to draw upon this Irrevocable Standby Letter of Credit by complying with items 1 and 2 above in the event that we elect not to renew this Irrevocable Standby Letter of Credit and, in addition, you provide us with a dated statement purportedly signed by an authorized signatory or agent of Beneficiary stating that the Applicant has failed to provide you with an acceptable substitute irrevocable standby letter of credit in accordance with the terms of the above referenced lease. We further acknowledge and agree that: (a) upon receipt of the documentation required herein, we will honor your draws against this Irrevocable Standby Letter of Credit without inquiry into the accuracy of Beneficiary’s signed statement and regardless of whether Applicant disputes the content of such statement and without signatory confirmation by your current lender or banker; (b) this Irrevocable Standby Letter of Credit shall permit partial draws and, in the event you elect to draw upon less than the full stated amount hereof, the stated amount of this Irrevocable Standby Letter of Credit shall be automatically reduced by the amount of such partial draw; and (c) you shall be entitled to transfer your interest in this Irrevocable Standby Letter of Credit from time to time and more than one time without our approval and without charge by competing and delivering to us our Form of Transfer attached hereto as Exhibit A. In the event of a transfer, we reserve the right to require reasonable evidence of such transfer as a condition to any draw hereunder. Any fees or charges that arise or accrue hereunder are for the account of Applicant and shall in no event be a condition to our honoring of your draw request.

Payment against presentations hereunder prior to 10:00 a.m. California time, on a business day shall be made by bank during normal business hours of the bank’s office on the next succeeding business day. Payment against presentations hereunder after 10:00 a.m. California time, on a business day shall be made by bank during normal business hours of the bank’s office on the second succeeding business day. For purposes hereof, business days shall mean calendar days other than weekends and legally recognized bank holidays.

All drafts must be marked “drawn under [Standby Letter of Credit number].”

This Irrevocable Standby Letter of Credit is subject to the terms and conditions of the International Standby Practices (ISP 98).

We hereby engage with you to honor drafts and documents drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

All communications to us with respect to this Irrevocable Standby Letter of Credit must be addressed to our office located at to the attention of .

Very truly yours,

[Signature]

[name]

title

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EXHIBIT A TO LETTER OF CREDIT NO.
FORM OF TRANSFER

[Name and Address of Issuing Bank]
Ladies and Gentlemen:

We refer to your enclosed Irrevocable Letter of Credit No. (the “Letter of Credit”) in the available amount of US $ .

We hereby assign all of our right, title and interest as beneficiary under the Letter of Credit to (“Transferee”), whose address is .

Upon your acknowledgment of this transfer of the Letter of Credit and receipt by us of your acknowledgment and the acknowledgment by the Transferee of this transfer notice, the Letter of Credit shall be deemed to have been transferred to the Transferee.

(Name of Beneficiary)
By: ____________________________
Its: Authorized Representative
Date: ____________________________

Agreed and Accepted:
(Name of Issuer)
By: ____________________________
Its: Authorized Representative
Date: ____________________________

Acknowledged:
(Name of Transferee)
By: ____________________________
Its: Authorized Representative
Date: ____________________________
THIS EXPANSION SPACE EFFECTIVE DATE MEMORANDUM, made as of July 5, 2012, by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”) and FIREEYE, INC., a Delaware corporation (“Tenant”).

RECIPIENTS:

A. Landlord and Tenant are parties to that certain lease dated January 15, 2008 (the “Original Lease”), which Original Lease has been previously amended by that certain First Amendment dated April 28, 2010, that certain Second Amendment dated December 5, 2011, and that certain Third Amendment (the “Third Amendment”) dated February 21, 2012 (collectively, the “Lease”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 61,998 rentable square feet comprised of (i) approximately 16,892 rentable square feet of the building located at 1390 McCarthy Boulevard, Milpitas, California (the “Original Premises”), and (ii) approximately 45,106 rentable square feet of the building located at 1440 McCarthy Boulevard, Milpitas, California (the “Expansion Space”). Pursuant to the Lease, Landlord has also leased to Tenant certain temporary space containing approximately 34,916 rentable square feet in the buildings located at 1371 and 1455 McCarthy Boulevard, Milpitas, California (collectively, the “Temporary Space”).

B. Tenant is in possession of the Expansion Space and the Term of the Lease with respect to the Expansion Space has commenced.

C. Landlord and Tenant desire to enter into this Memorandum confirming the Expansion Space Effective Date, the Second Extended Termination Date, the Temporary Space Extended Termination Date and other matters under the Amendment.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The actual Expansion Space Effective Date is June 16, 2012.
2. The actual Second Extended Termination Date is October 31, 2017.
3. The actual Temporary Space Extended Termination Date is June 29, 2012.
4. The schedule of the Annual Rent and the Monthly Installment of Rent with respect to the Original Premises set forth in Section 3.2 of the Third Amendment is deleted in its entirety and the following is substituted therefor:

<table>
<thead>
<tr>
<th>Period of Second Extended Term</th>
<th>Rentable Square Footage</th>
<th>Annual Rate Per Square Foot</th>
<th>Annual Rent</th>
<th>Monthly Installment of Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/15 – 6/30/16</td>
<td>16,892</td>
<td>$9.84</td>
<td>$166,217.28</td>
<td>$13,851.44</td>
</tr>
<tr>
<td>7/1/16 – 6/30/17</td>
<td>16,892</td>
<td>$10.13</td>
<td>$171,115.96</td>
<td>$14,259.66</td>
</tr>
<tr>
<td>7/1/17 – 10/31/17</td>
<td>16,892</td>
<td>$10.43</td>
<td>$176,183.56</td>
<td>$14,681.96</td>
</tr>
</tbody>
</table>
5. The schedule of the Annual Rent and the Monthly Installment of Rent with respect to the Expansion Space during the New Term set forth in Section 3.3 of the Third Amendment is deleted in its entirety and the following is substituted therefor:

<table>
<thead>
<tr>
<th>Months of New Term</th>
<th>Rentable Square Footage</th>
<th>Annual Rate Per Square Foot</th>
<th>Annual Rent</th>
<th>Monthly Installment of Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/16/12 – 6/30/13</td>
<td>45,106</td>
<td>$9.00</td>
<td>$405,954.00</td>
<td>$33,829.50</td>
</tr>
<tr>
<td>7/1/13 – 6/30/14</td>
<td>45,106</td>
<td>$9.28</td>
<td>$418,583.68</td>
<td>$34,881.97</td>
</tr>
<tr>
<td>7/1/14 – 6/30/15</td>
<td>45,106</td>
<td>$9.55</td>
<td>$430,762.30</td>
<td>$35,896.86</td>
</tr>
<tr>
<td>7/1/15 – 6/30/16</td>
<td>45,106</td>
<td>$9.84</td>
<td>$443,843.04</td>
<td>$36,986.92</td>
</tr>
<tr>
<td>7/1/16 – 6/30/17</td>
<td>45,106</td>
<td>$10.13</td>
<td>$456,923.78</td>
<td>$38,076.98</td>
</tr>
<tr>
<td>7/1/17 – 10/31/17</td>
<td>45,106</td>
<td>$10.43</td>
<td>$470,455.58</td>
<td>$39,204.63</td>
</tr>
</tbody>
</table>

Notwithstanding anything in the Lease to the contrary, so long as Tenant is not in default under the Lease beyond any applicable notice and cure periods, Tenant shall be entitled to an abatement of Monthly Installment of Rent solely with respect to the Expansion Space in the amount of (a) $33,829.50 for the month of July, 2012; (b) $13,084.50 per month for the period commencing on August 1, 2012 and ending on June 30, 2013; (c) $34,881.97 for the month of July, 2013; and (d) $35,896.86 for the month of July, 2014. In addition to the foregoing, so long as Tenant is not in default under the Lease beyond applicable notice and cure periods, Tenant shall be entitled to an abatement of a portion of Tenant’s Proportionate Share of Expenses and Taxes solely with respect to the Expansion Space such that the Expansion Space shall be deemed to be 27,660 rentable square feet solely for purposes of calculating Tenant’s Proportionate Share of Expenses and Taxes for the Expansion Space (estimated to be $4,884.88 per month) for the period commencing on July 1, 2012 and ending on June 30, 2013.

6. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**LANDLORD:**

SILICON VALLEY CA-I, LLC,  
a Delaware limited liability company

By: SVCA JV LLC,  
a Delaware limited liability company  
its Manager

By: RREEF America REIT III Corp. GG-QRS, a Maryland corporation  
its Manager

By: /s/ James H. Ida  
Name: James H. Ida  
Title: Vice President

**TENANT:**

FIREEYE, INC.,  
a Delaware corporation

By: /s/ Michael J. Sheridan  
Name: Michael J. Sheridan  
Its: CFO  
Date: 9/6/12
FOURTH AMENDMENT

THIS FOURTH AMENDMENT (the “Amendment”) is made and entered into as of February 7, 2013, by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”), and FIREEYE, INC., a Delaware corporation (“Tenant”).

RECITALS

A. Landlord and Tenant are parties to that certain lease dated January 15, 2008 (the “Original Lease”), which Original Lease has been previously amended by that certain First Amendment dated April 28, 2010 (the “First Amendment”), that certain Second Amendment dated December 5, 2011, and that certain Third Amendment (the “Third Amendment”) dated February 21, 2012 (collectively, the “Lease”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 61,998 rentable square feet comprised of (i) approximately 16,892 rentable square feet of the building located at 1390 McCarthy Boulevard, Milpitas, California (the “1390 Building”) and approximately 45,106 rentable square feet of the building located at 1440 McCarthy Boulevard, Milpitas, California (the “1440 Building”) (collectively, the “Premises”). The Premises is part of the project commonly known as Tasman Technology Center (formerly known as Milpitas Business Park) (the “Project”).

B. Tenant has requested that additional space containing approximately 29,657 rentable square feet described as Suite 2 (the “Temporary Space”) of the building located at 1455 McCarthy Boulevard, Milpitas, California (the “1455 Building”), as shown on Exhibit A hereto, be added to the Premises on a temporary basis, and that the Lease be appropriately amended. Landlord is willing to do all of the foregoing on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Expansion and Effective Date.

1.1. For the period commencing on the Temporary Space Effective Date (defined below) and ending on the Temporary Space Termination Date (as defined below), the Premises, as defined in the Lease, is temporarily increased from approximately 61,998 rentable square feet in the 1390 Building and the 1440 Building to approximately 91,655 rentable square feet in the 1390 Building, the 1440 Building and the 1455 Building by the addition of the Temporary Space, and during the Temporary Space Term (as defined below), the Premises and the Temporary Space, collectively, shall be deemed the Premises, as defined in the Lease and the 1390 Building, the 1440 Building and the 1455 Building collectively shall be deemed the Building, as defined in the Lease.

1.2. The Term for the Temporary Space (the “Temporary Space Term”) shall commence on the earlier to occur of: (i) the later of (a) the thirtieth (30th) day following the full and final execution of this Amendment and (b) the date upon which the Lighting Work (as defined in the Work Letter attached as Exhibit B hereto) in the Temporary Space has been substantially completed absent any Tenant Delay(s) (defined below), and (ii) the date that Tenant commences using the Premises for the Use specified in the Original Lease (other than for storage as permitted under the Temporary Use License Agreement described below in Section 6) (the “Temporary Space Effective Date”) and shall end
on the last day of the sixth (6th) full calendar month following the Temporary Space Effective Date, unless sooner terminated pursuant to the terms of the Lease (the “Temporary Space Termination Date”). The Temporary Space is subject to all the terms and conditions of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatement or other financial concession granted with respect to the Premises unless such concessions are expressly provided for herein with respect to the Temporary Space. Tenant anticipates that it will commence using the Temporary Space for the Use specified in the Original Lease on or about February 19, 2013. Notwithstanding the foregoing, if Landlord shall be delayed in substantially completing the Lighting Work in the Temporary Space as a result of the occurrence of a Tenant Delay (defined below), then, for purposes of determining the Temporary Space Effective Date, the date of substantial completion shall be deemed to be the day that said Lighting Work would have been substantially completed absent any such Tenant Delay(s). A “Tenant Delay” means any act or omission of Tenant or its agents, employees, vendors or contractors that actually delays substantial completion of the Lighting Work. The Lighting Work shall be deemed to be substantially completed on the date that Landlord reasonably determines that all Lighting Work has been performed (or would have been performed absent any Tenant Delays), other than any details of construction, mechanical adjustment or any other matter, the noncompletion of which does not materially interfere with Tenant’s use of the Temporary Space. Tenant shall, at Landlord’s request, execute and deliver a memorandum agreement (the “Temporary Space Effective Date Memorandum”) provided by Landlord in the form of Exhibit C attached hereto, setting forth the actual Temporary Space Effective Date and the Temporary Space Termination Date. Should Tenant fail to do so within thirty (30) days after Landlord’s request, the information set forth in such memorandum provided by Landlord shall be conclusively presumed to be agreed and correct.

1.3. Pursuant to Section 7 below, Tenant shall have three (3) successive Temporary Space Renewal Options (defined below in Section 7) with respect to the Temporary Space only. In the event Tenant validly exercises all three (3) Temporary Space Renewal Options, then upon the expiration of the third (3rd) Temporary Space Renewal Term (defined below in Section 7), so long as Tenant is not in default under the Lease, the Temporary Space Term shall automatically renew for consecutive periods of thirty (30) days each until terminated by either party by written notice of termination delivered to the other party. Any such termination shall be effective as of the last day of the first (1st) full calendar month following the date written notice of termination is delivered to the other party by the terminating party. In no event, however, shall the Temporary Space Term extend beyond August 31, 2015. Notwithstanding the foregoing, so long as Tenant is not in default under the Lease beyond applicable notice and cure periods, in the event Tenant and Landlord enter into a new lease for space in the buildings located at 800 Tasman, 590/596 Alder, 570 Alder and/or 540 Alder in Milpitas, California (each, an “Expansion Building”) during the period when Tenant is occupying the Temporary Space on a month to month basis pursuant to this Section, Tenant may continue to occupy the Temporary Space under the terms and conditions of this Amendment until the commencement date of such new lease unless Tenant terminates the Temporary Space Term pursuant to this Section.

2. **Monthly Installment of Rent.** In addition to Tenant’s obligation to pay Monthly Installment of Rent for the Premises, during the Temporary Space Term, Tenant shall pay Landlord the sum of **$22,242.75** per month ($0.75 per rentable square foot of the Temporary Space per month) as the
Monthly Installment of Rent for the Temporary Space, plus applicable state sales and use taxes, with each such installment payable on or before the first day of each month during the period beginning on the Temporary Space Effective Date and ending on the Temporary Space Termination Date, prorated for any partial month within the Temporary Space Term. All such Monthly Installments of Rent, plus applicable state sales and use taxes, shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby. In the event Tenant exercises all three (3) Temporary Space Renewal Options, the Monthly Installment of Rent with respect to the Temporary Space during the applicable thirty (30) consecutive day renewal periods provided for in Section 1.3 above shall be $25,208.45 per month ($0.85 per rentable square foot of the Temporary Space per month) for the first twelve (12) months following the expiration of the third Temporary Space Renewal Term and shall thereafter increase annually by an amount equal to $0.05 per rentable square foot of the Temporary Space per month. The first full month’s Rent applicable to the Temporary Space shall be paid upon the execution of this Amendment.

3. **Additional Security Deposit.** Upon Tenant’s execution hereof, Tenant shall pay Landlord the sum of $30,546.71 (the “Additional Security Deposit”) which is added to and becomes part of the Security Deposit, if any, held by Landlord as provided under Article 5 of the Original Lease as security for payment of Rent and the performance of the other terms and conditions of the Lease by Tenant. If Tenant is not in default on the Temporary Space Termination Date, Landlord shall return any unapplied balance of the Additional Security Deposit to Tenant within thirty (30) days after Tenant surrenders the Temporary Space to Landlord in accordance with the terms of the Lease, as amended hereby. In addition to any other deductions Landlord is entitled to make pursuant to the terms hereof, Landlord shall have the right to make a good faith estimate of any unreconciled Expenses and/or Taxes as of the Temporary Space Termination Date and to deduct any anticipated shortfall from the Additional Security Deposit. Such estimate shall be final and binding upon Tenant.

4. **Tenant’s Proportionate Share.** For the period commencing with the Temporary Space Effective Date and ending on the Temporary Space Termination Date, as the same may be extended, Tenant shall pay Tenant’s Proportionate Share of Expenses and Taxes for the Temporary Space in the same manner that Tenant pays Tenant’s Proportionate Share of Expenses and Taxes for the Premises as provided in Article 4 of the Original Lease. During such period, Tenant’s Proportionate Share for the Temporary Space is 87.48% of the 1455 Building.

5. **Improvements to Temporary Space.**
   5.1. **Condition of Temporary Space.** Landlord and Tenant have entered into a license agreement (the “Temporary Use License Agreement”) for the Temporary Space. The term for the Temporary Use License Agreement commenced on January 28, 2013 (the “Temporary Use License Agreement Commencement Date”) and Tenant is currently in possession of the Temporary Space for storage purposes pursuant to the Temporary Use License Agreement. Subject to the terms of this Section 5.1, Tenant accepts the Temporary Space “as is” without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements except as expressly set forth herein and in Exhibit B attached hereto. However, notwithstanding the foregoing, Landlord agrees that (i) the doors and (ii) the base Building electrical, heating, ventilation and air conditioning and plumbing systems located in or serving the Temporary Space shall be in or shall be brought into good working order, condition and repair as of the Temporary Space Effective Date (all of the foregoing referred to herein as the “Delivery Condition”). Except to the extent caused
by the acts or omissions of Tenant or any Tenant Entities or by any alterations or improvements performed by or on behalf of Tenant, if such systems are not in the Delivery Condition as of the Temporary Space Effective Date, and Tenant provides Landlord with notice of the same within ninety (90) days following the Temporary Space Effective Date, Landlord shall repair or restore the same to satisfy the Delivery Condition at Landlord's sole cost and expense and without contribution from Tenant within thirty (30) days following notice thereof from Tenant (or as soon as reasonably practicable thereafter if such work cannot be reasonably completed within such thirty (30) day period, provided that Landlord shall diligently prosecute the same to completion). Tenant shall vacate the Temporary Space on or prior to the Temporary Space Termination Date, as the same may be extended, and deliver up the Temporary Space to Landlord in as good condition as the Temporary Space was delivered to Tenant, ordinary wear and tear excepted. Tenant hereby agrees and acknowledges that Landlord has fulfilled its obligations with respect to Exhibit “B” of the Third Amendment.

5.2. Responsibility for Improvements to Temporary Space. Except as expressly provided herein, any construction, alterations or improvements to the Temporary Space shall be performed by Tenant at its sole cost and expense using contractors selected by Tenant and approved by Landlord and shall be governed in all respects by the provisions of Article 6 of the Original Lease. Notwithstanding anything to the contrary contained in Article 6 of the Original Lease, as amended by Section 14.2 of the Third Amendment, the limitation on the cost of Cosmetic Alterations with respect to the Temporary Space shall be $25,000.00 in the aggregate during any six (6) month period of the Temporary Space Term, as the same may be extended.

6. Early Access to Temporary Space. Subject to the terms of this Section 6 and provided that this Amendment has been fully executed by all parties and Tenant has delivered all prepaid rental, the Additional Security Deposit, and insurance certificates required hereunder, Landlord grants Tenant the right to enter the Temporary Space prior to the Temporary Space Effective Date, at Tenant’s sole risk, solely for the purpose of installing telecommunications and data cabling, equipment, furnishings and other personalty. Such possession prior to the Temporary Space Effective Date shall be subject to all of the terms and conditions of the Lease, except that Tenant shall not be required to pay Monthly Installment of Rent or Tenant’s Proportionate Share of Expenses and Taxes with respect to the period of time prior to the Temporary Space Effective Date during which Tenant occupies the Temporary Space solely for such purposes. However, Tenant shall be liable for any utilities or special services provided to Tenant during such period. Said early possession shall not advance the Temporary Space Termination Date. Landlord may withdraw such permission to enter the Temporary Space prior to the Temporary Space Effective Date at any time that Landlord reasonably determines that such entry by Tenant is hampering or otherwise preventing Landlord from proceeding with Landlord’s completion of the Lighting Work at the earliest possible date.

7. Option to Renew Temporary Space Term. Provided the Lease, as amended hereby, is in full force and effect and Tenant is not in default under any of the other terms and conditions of the Lease beyond applicable notice and cure periods at the time of notification or commencement, Tenant shall have three (3) successive options to renew (each a "Temporary Space Renewal Option") the Temporary Space Term for a term of six (6) months each (each, a “Temporary Space Renewal Term”), for the portion of the Temporary Space being leased by Tenant as of the date the applicable Temporary Space Renewal Term is to commence, on the same terms and conditions set forth in the Lease, as amended hereby, except as modified by the terms, covenants and conditions as set forth below:

7.1. If Tenant elects to exercise a Temporary Space Renewal Option, then Tenant shall provide Landlord with written notice no earlier than the date which is ninety (90) days prior to the expiration of the then current Temporary Space Term but no later than the date which is thirty (30) days prior to the expiration of the then current Temporary Space Term. If Tenant fails to provide such notice, Tenant shall have no further or additional right to extend or renew the Temporary Space Term.
7.2. The Monthly Installment of Rent for the Temporary Space during the applicable Temporary Space Renewal Term shall be the following:

<table>
<thead>
<tr>
<th>Applicable Temporary Space Renewal Term</th>
<th>Monthly Rate</th>
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<tr>
<td>1st Temporary Space Renewal Term</td>
<td>$0.75</td>
</tr>
<tr>
<td>2nd and 3rd Temporary Space Renewal Term</td>
<td>$0.80</td>
</tr>
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7.3. The Temporary Space Renewal Options are not transferable; the parties hereto acknowledge and agree that they intend that the aforesaid options to renew the Temporary Space Term shall be “personal” to Tenant as set forth above or any Permitted Transferee pursuant to a Permitted Transfer, and that in no event will any other assignee or any sublessee have any rights to exercise the aforesaid options to renew.

7.4. If Tenant fails to exercise the first Temporary Space Renewal Option, Tenant shall have no further right to extend the Temporary Space Renewal Term, or if Tenant exercises the first Temporary Space Renewal Option but fails to exercise the second Temporary Space Renewal Option, Tenant shall have no further right to extend the Temporary Space Renewal Term. In addition, if all three (3) Temporary Space Renewal Options are validly exercised or if Tenant fails to validly exercise the third Temporary Space Renewal Option, Tenant shall have no further right to extend the Temporary Space Term, other than on a month to month basis following the expiration of the third Temporary Space Renewal Option, as provided in Section 1.3 above.

8. **Holdover.** If Tenant should holdover in the Temporary Space after expiration or earlier termination of the Temporary Space Term, any remedies available to Landlord as a consequence of such holdover contained in Article 14 of the Original Lease or otherwise shall be applicable, but only with respect to the Temporary Space and shall not be deemed applicable to the Premises unless and until Tenant holds over in the Premises after expiration or earlier termination of the Term.

9. **Roof Space for Dish/Antenna.** During the Temporary Space Term (as may be extended), Tenant shall have the right to lease space on the roof of the 1455 Building for the purposes of installing, operating and maintaining a 24 inch high dish/antenna or other communication device approved by Landlord (the “Temporary Space Dish/Antenna”) in accordance with the provisions of Article 44 of the Original Lease. Upon the expiration or earlier termination of the Temporary Space Term, or if Tenant is in default under the terms of the Lease, as amended hereby, after the expiration of applicable notice and cure periods, the Temporary Space Dish/Antenna will be removed at Tenant’s sole cost and expense in accordance with Section 44.4 of the Original Lease.
10. **Signage.**

10.1. **Temporary Space Signage.** During the Temporary Space Term (as the same may be extended) Tenant shall be entitled to install its own signage at the front door of the Temporary Space at a location acceptable to Landlord and in accordance with the Building’s Approved Signage, and otherwise in accordance with the terms of this Lease. Such signage will be designed and constructed at Tenant’s sole cost and expense. All such signage shall be in compliance with applicable Regulations, including those of the City of Milpitas, and shall be subject to Landlord’s approval and approval of any public authorities having jurisdiction. Tenant shall be responsible for any electrical energy used in connection with its signs, repairs and maintenance necessary to maintain the signs in their original condition. All of Tenant’s signage shall at all times remain the property of Tenant and Tenant must remove such signage at the expiration or earlier termination of the Temporary Space Term. Tenant shall repair any damage caused in the removal of its signage and restore the Temporary Space and/or the 1455 Building to its condition prior to the installation of such signage.

10.2. **Monument Sign.** During the Temporary Space Term only, Tenant shall have the right to have its name listed on the monument sign for the 1455 Building (the “Temporary Space Monument Sign”) in accordance with the provisions of Article 43 of the Original Lease. Upon the expiration or earlier termination of the Temporary Space Term, or if Tenant is in default under the terms of the Lease, as amended hereby, after the expiration of applicable notice and cure periods, the Temporary Space Monument Sign will be removed at Tenant’s sole cost and expense in accordance with Section 43.3 of the Original Lease.

11. **Other Pertinent Provisions.** Landlord and Tenant agree that, effective as of the date of this Amendment (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:

11.1. **Tenant’s Insurance.**

11.1.1 Section 11.2 of the Original Lease is hereby deleted in its entirety and replaced with the following: “The aforesaid policies shall (i) be provided at Tenant’s expense; (ii) name the Landlord Entities as additional insureds (General Liability) and Landlord as loss payee (Property-Special Form) for alterations, additions, improvements, carpeting, floor covering and fixtures at the Premises; and (iii) be issued by an insurance company with a minimum Best’s rating of “A-VII” during the Term. Tenant shall provide Landlord with ten (10) business days’ prior written notice of cancellation or nonrenewal of any such insurance. A certificate of Liability insurance on ACORD Form 25 and a certificate of Property insurance on ACORD Form 28 shall be delivered to Landlord by Tenant concurrently with Tenant’s execution hereof and promptly upon each renewal of said insurance, but in no event later than ten (10) days following each renewal.”

11.1.2 Tenant’s insurance required under the Lease, as amended hereby, shall include the Temporary Space. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant’s insurance upon delivery of this Amendment, executed by Tenant to Landlord, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant’s insurance.
11.2. **Parking.** In addition to Tenant’s proportionate share of unreserved parking spaces with respect to the Premises, effective as of the Temporary Space Effective Date, Tenant shall be entitled to its proportionate share (which is 110 unreserved spaces as of the date hereof) of unreserved parking spaces for the parking area serving the 1455 Building. Tenant’s use of such additional parking spaces is subject to all of the terms and conditions of the Lease.

11.3. **Landlord’s Address for Rent Payment for Temporary Space.** Notwithstanding anything to the contrary contained in the Lease, Landlord’s Address for Rent Payment with respect to the Temporary Space only shall be the following:

   “Silicon Valley CA-I, LLC
   08.M10001 – Milpitas-1455 McCarthy-JV
   P.O. Box 9047
   Addison, Texas 75001-9047”

11.4. **Landlord’s Address for Notices.** Landlord’s Address set forth in the Reference Pages of the Original Lease, as amended by Section 6 of the First Amendment, is hereby deleted in its entirety and replaced by the following:

   “Silicon Valley CA-I, LLC
c/o RREEF Real Estate
101 California Street, Suite 2600
San Francisco, California 94111
Attn: Asset Manager

   With a copy to:

   Silicon Valley CA-I, LLC
c/o CBRE
3303 Octavius Drive, Suite 102
Santa Clara, California 95054
Attn: Property Manager”

11.5. **Tenant’s Address for Notices.** Tenant’s Address set forth in the References Pages of the Original Lease is hereby deleted in its entirety and replaced with the following:

   “FireEye, Inc.
1440 McCarthy Boulevard
Milpitas, California 95035
Attention: Senior Director of Real Estate”

12. **Miscellaneous.**

12.1. This Amendment, including Exhibit A (Outline and Location of Temporary Space), Exhibit B (Lighting Work) and Exhibit C (Temporary Space Effective Date)
Memorandum) sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.

12.2. Tenant shall reasonably comply with Landlord’s recycling policy for the Building, including, without limitation, Tenant shall sort and separate its trash into separate recycling containers as required by law or which may be furnished by Landlord and located in the Premises. Tenant shall comply with all laws regarding the collection, sorting, separation, and recycling of garbage, waste products, trash and other refuse at the Building. Landlord reserves the right to refuse to collect or accept from Tenant any trash that is not separated and sorted as required by law or pursuant to Landlord’s recycling policy, and to require Tenant to arrange for such collection at Tenant’s cost, utilizing a contractor reasonably satisfactory to Landlord.

12.3. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

12.4. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

12.5. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment other than Cornish & Carey Commercial/NKF. Tenant agrees to indemnify and hold Landlord and the Landlord Entities harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment.

12.6. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Term of the Lease, an Event of Default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.

12.7. Limitation of Landlord’s Liability. Redress for any claim against Landlord under the Lease and this Amendment shall be limited to and enforceable only against and to the
extent of Landlord’s interest in the 1455 Building. The obligations of Landlord under the Lease are not intended to and shall not be personally
binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, its
investment manager, the general partners thereof, or any beneficiaries, stockholders, employees, or agents of Landlord or the investment
manager, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect
or consequential damage.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: SVCA JV LLC,
a Delaware limited liability company
its Manager

By: RREEF America REIT III Corp. GG-QRS,
a Maryland corporation
its Manager

By: /s/ James H. Ida
Name: James H. Ida
Title: Vice President

TENANT:

FIREYE, INC.,
a Delaware corporation

By: /s/ Frank Verdecanna
Name: Frank Verdecanna
Title: VP Finance

FEB 08 2013
EXHIBIT B

attached to and made a part of the Amendment dated as of February 7, 2013, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord and FIREEYE, INC., a Delaware corporation, as Tenant

LIGHTING WORK

1. Landlord, at its sole cost and expense (subject to the terms and provisions of Section 2 below) shall perform improvements to the Temporary Space in accordance with the following work list (the “Work List”) using Building standard methods, materials and finishes. The improvements to be performed in accordance with the Work List are hereinafter referred to as the “Lighting Work”. Landlord shall enter into a direct contract for the Lighting Work with a general contractor selected by Landlord. In addition, Landlord shall have the right to select and/or approve of any subcontractors used in connection with the Lighting Work. Notwithstanding anything to the contrary contained in the Amendment, Landlord shall provide Tenant with notice (which notice may be oral or written) of Landlord’s intent to commence the Lighting Work in the Temporary Space, and not later than three (3) days following the date of such notice by Landlord, Tenant shall remove, at Tenant’s sole cost and expense all Tenant’s personal property, furniture, fixtures and equipment (collectively, the “Tenant’s Property”) located within the Temporary Space from the floors and walls of the Temporary Space in a manner reasonably satisfactory to Landlord in order to enable Landlord to perform the Lighting Work. Tenant shall move such Tenant’s Property back into the Premises at Tenant’s sole cost and expense only at such time that Landlord has notified Tenant that the Lighting Work (or the portion thereof affected by the placement of Tenant’s Property) has been completed. Tenant hereby acknowledges and agrees that Landlord shall have no obligation to move any of Tenant’s Property and shall not commence any of the Lighting Work until such Tenant’s Property is removed by Tenant in accordance with this Section 1.

WORK LIST DESCRIBING THE LIGHTING WORK

A. Lamps and ballast to be in good working order and in building standard color.
B. Broker switch to be removed and existing office switching to be operable.

2. All other work and upgrades, subject to Landlord’s approval, shall be at Tenant’s sole cost and expense, plus any applicable state sales or use tax thereon, payable upon demand as additional rent. Tenant shall be responsible for any Tenant Delay in completion of the Lighting Work resulting from any such other work and upgrades requested or performed by Tenant or any failure by Tenant to remove Tenant’s Property from the Temporary Space in accordance with Section 1 above.

3. Landlord’s supervision or performance of any work for or on behalf of Tenant shall not be deemed to be a representation by Landlord that such work complies with applicable insurance requirements, building codes, ordinances, laws or regulations or that the improvements constructed will be adequate for Tenant’s use.

4. Tenant acknowledges that the Lighting Work may be performed by Landlord in the Temporary Space during normal business hours for the Building. Landlord and Tenant agree to cooperate with each other in order to enable the Lighting Work to be performed in a timely manner. Notwithstanding anything herein to the contrary, any delay in the completion of the Lighting Work or inconvenience suffered by Tenant during the performance of the Lighting Work shall not delay the Temporary Space Effective Date nor shall it subject Landlord to any liability for any loss or damage resulting therefrom or entitle Tenant to any credit, abatement or adjustment of rent or other sums payable under the Lease.

B-1
5. This Exhibit B shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

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B-2
TEMPORARY SPACE EFFECTIVE DATE MEMORANDUM

THIS TEMPORARY SPACE EFFECTIVE DATE MEMORANDUM, made as of , 2013, by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”) and FIREEYE, INC., a Delaware corporation (“Tenant”).

Recitals:

A. Landlord and Tenant are parties to that certain lease dated January 15, 2008 (the “Original Lease”), which Original Lease has been previously amended by that certain First Amendment dated April 28, 2010, that certain Second Amendment dated December 5, 2011, and that certain Third Amendment dated February 21, 2012 and that certain Fourth Amendment dated February 7, 2013 (the “Amendment”) (collectively, the “Lease”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 91,655 rentable square feet comprised of (i) approximately 16,892 rentable square feet of the building located at 1390 McCarthy Boulevard, Milpitas, California, approximately 45,106 rentable square feet of the building located at 1440 McCarthy Boulevard, Milpitas, California and approximately 29,657 rentable square feet described as Suite 2 (the “Temporary Space”) of the building located at 1455 McCarthy Boulevard, Milpitas, California (collectively, the “Premises”).

B. Tenant is in possession of the Temporary Space and the Temporary Space Term has commenced.

C. Landlord and Tenant desire to enter into this Memorandum confirming the Temporary Space Effective Date, the Temporary Space Termination Date (as may be extended pursuant to Section 1 of the Amendment) and other matters under the Amendment.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The actual Temporary Space Effective Date is

2. The actual Temporary Space Termination Date is

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: ________________________________
Name: ______________________________
Its: _________________________________
Date: ________________________________

TENANT:

FIREYE, INC.,
a Delaware corporation

By: ________________________________
Name: ______________________________
Its: _________________________________
Date: ________________________________

C-2
LEASE

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company,

Landlord,

and

NEXTG NETWORKS, INC.,
a Delaware corporation,

Tenant
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<td>38.</td>
<td>EXAMINATION NOT OPTION</td>
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<td>46.</td>
<td>LIMITATION OF LANDLORD’S LIABILITY</td>
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EXHIBIT A – FLOOR PLAN DEPICTING THE PREMISES
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EXHIBIT B – INITIAL ALTERATIONS
EXHIBIT C – COMMENCEMENT DATE MEMORANDUM
EXHIBIT D – RULES AND REGULATIONS
EXHIBIT E – FORM OF EARLY POSSESSION AGREEMENT
EXHIBIT F – FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
EXHIBIT G – LIST OF FURNITURE

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
BUILDING: MILPITAS BUSINESS PARK
890 Tasman Drive
Milpitas, California 95035

LANDLORD: SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

LANDLORD’S ADDRESS:
RREEF Management Company
2185 North California Boulevard, Suite 285
Walnut Creek, California 94596
Attention: Asset Manager

WIRE INSTRUCTIONS AND/OR ADDRESS FOR RENT PAYMENT:
Silicon Valley CA-I, LLC
Dept. 2090
P.O. Box 39000
San Francisco, California 94139

LEASE REFERENCE DATE: March 11, 2010

TENANT: NEXTG NETWORKS, INC.,
a Delaware corporation

TENANT’S NOTICE ADDRESS:
(a) As of beginning of Term:
890 Tasman Drive
Milpitas, California 95035

(b) Prior to beginning of Term (if different):
2216 O’Toole Avenue
San Jose, California 95131

PREMISES ADDRESS:
890 Tasman Drive
Milpitas, California 95035

PREMISES RENTABLE AREA:
Approximately 26,719 sq. ft. (for outline of Premises see Exhibit A)

USE:
General office, research and development, manufacturing, equipment testing, demonstration, network operations, engineering and sales of operation and management of Distributed Antennae System [DAS] network.

SCHEDULED COMMENCEMENT DATE:
June 1, 2010

TERM OF LEASE:
Approximately five (5) years and five (5) months beginning on the Commencement Date and ending on the Termination Date. The period from the Commencement Date to the last day of the same month is the “Commencement Month.”

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
TERMINATION DATE: The last day of the sixty-fifth (65th) full calendar month after (if the Commencement Month is not a full calendar month), or from and including (if the Commencement Month is a full calendar month), the Commencement Month, which Termination Date is estimated to be October 31, 2015.

ANNUAL RENT and MONTHLY INSTALLMENT OF RENT (Article 3):

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<tr>
<th>Period from</th>
<th>through</th>
<th>Rentable Square</th>
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<td>26,719</td>
<td>$9.60</td>
<td>$256,502.40</td>
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<tr>
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<td>$9.96</td>
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<tr>
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<td>$10.44</td>
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<tr>
<td>Month 61</td>
<td>Month 65</td>
<td>26,719</td>
<td>$11.28</td>
<td>$301,390.32</td>
</tr>
</tbody>
</table>

* Monthly Installment of Rent for the first five (5) full calendar months of the initial Term is subject to abatement pursuant to Section 3.3 of the Lease.

INITIAL ESTIMATED MONTHLY INSTALLMENT OF RENT

ADJUSTMENTS (Article 4):

TENANT’S PROPORTIONATE SHARE: 61.27%

SECURITY DEPOSIT: $70,000.00 subject to Article 5 below

ASSIGNMENT/SUBLETTING FEE: $0.00

PARKING: 3.7 parking spaces per 1,000 rentable square feet, of which 4 shall be for reserved parking spaces located in front of the main entrance to the Premises (and as shown on Exhibit A-1), and the remainder shall be unreserved parking spaces at $0.00 per month for the initial Term (See Article on Parking)

REAL ESTATE BROKER: CB Richard Ellis, representing Landlord, and Cresa Partners, representing Tenant

TENANT’S SIC CODE: 4899-34
The Reference Pages information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Pages information and the Lease, the Lease shall control. The Lease includes Exhibits A through G, all of which are made a part of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have entered into the Lease as of the Lease Reference Date set forth above.

**LANDLORD:**

**SILICON VALLEY CA-I, LLC,**

a Delaware limited liability company

By: RREEF America L.L.C.,

a Delaware limited liability company, its Investment Advisor

By: /s/ James H. Ida

Name: James H. Ida

Title: Vice President, Asset Manager

Dated: 3/12/2010

**TENANT:**

**NEXTG NETWORKS, INC.**, a Delaware corporation

By: /s/ David M. Cutrer

Name: David M. Cutrer

Title: Chief Executive Officer

Dated: 3-12-2010
LEASE

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building as set forth and described on the Reference Pages. The Premises are depicted on the floor plan attached hereto as Exhibit A, and the Building is depicted on the site plan attached hereto as Exhibit A-1. The Reference Pages, including all terms defined thereon, are incorporated as part of this Lease.

1. USE AND RESTRICTIONS ON USE.

1.1 The Premises are to be used solely for the purposes set forth on the Reference Pages. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure, annoy, or disturb them, or allow the Premises to be used for any unlawful or objectionable purpose (as reasonably determined by Landlord) or commit any waste. Tenant shall not do, permit or suffer in, on, or about the Premises the sale of any alcoholic liquor without the written consent of Landlord first obtained. Tenant shall comply with all federal, state and city laws, codes, ordinances, rules and regulations (collectively "Regulations") applicable to the use of the Premises and its occupancy and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations in the Building or appurtenant land, caused or permitted by, or resulting from the use of the Premises by Tenant in the manner described in the Reference pages, or in or upon, or in connection with, the Premises, all at Tenant's sole expense. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything into the Premises which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Building or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Building or any part thereof.

1.2 Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees (collectively, the "Tenant Entities") to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Building any (collectively, "Hazardous Materials") flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively, "Environmental Laws"), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the Building and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office purposes; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Building and appurtenant land or the environment. Tenant shall protect, defend, indemnify and hold each and all of the Landlord Entities (as defined in Article 31) harmless from and against any and all loss, claims, liability or costs (including court costs and attorney’s fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section 1.2. As of the date hereof, Landlord has not received written notice from any governmental agencies that the Building is in violation of any Environmental Laws. Further, to Landlord’s actual knowledge, there are no Hazardous Materials at the Building other than small quantities of Hazardous Materials to the extent customary and Necessary for the normal use, operation and maintenance of the Building. For purposes of this Section, "Landlord’s actual knowledge" shall be deemed to mean and limited to the current actual knowledge of Jim Ida at the time of execution of this Lease and not any implied, imputed, or constructive knowledge of said individuals or of Landlord or any parties related to or comprising Landlord and without any independent investigation or inquiry having been made or any implied duty to investigate or make any inquiries; it being understood and agreed that such individuals shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby. Landlord represents and warrants that Jim Ida is the person in Landlord’s organization who is most knowledgeable about the Building.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be liable for any liability (including any indemnification responsibility), cost or expense related to the presence, removal, cleaning, abatement or remediation of Hazardous Materials existing in or around the Premises or properly prior to the date Landlord grants access to the Premises to Tenant, or Hazardous Materials in the ground water or soil or that migrate onto or around the Premises or property from outside the Premises or property after Landlord has granted Tenant access to the Premises, except to the extent that any of the foregoing results directly or indirectly from any act or omission of Tenant or any Tenant Entities or any Hazardous Materials is disturbed, distributed or exacerbated by Tenant or any Tenant Entity.
1.3 Tenant and the Tenant Entities will be entitled to the non-exclusive use of the common areas of the Building as they exist from time to time during the Term, including the parking facilities, subject to Landlord’s rules and regulations regarding such use. However, in no event will Tenant or the Tenant Entities park more vehicles in the parking facilities than Tenant’s Proportionate Share of the total parking spaces available for common use. Except as otherwise stated in the Reference Pages, the foregoing shall not be deemed to provide Tenant with an exclusive right to any parking spaces or any guaranty of the availability of any particular parking spaces or any specific number of parking spaces.

2. TERM.

2.1 The Term of this Lease shall begin on the date ("Commencement Date") that Landlord shall tender possession of the Premises to Tenant, and shall terminate on the date as shown on the Reference Pages as the Termination Date based on the actual Commencement Date ("Termination Date"), unless sooner terminated by the provisions of this Lease. Landlord shall tender possession of the Premises with all the work, if any, to be performed by Landlord pursuant to Exhibit A to this Lease substantially completed, subject to any Tenant Delays (defined below). Tenant shall deliver a punch list of items not completed within thirty (30) days after Landlord renders possession of the Premises and Landlord agrees to proceed with due diligence to perform its obligations regarding such items. Tenant shall, at Landlord’s request, execute and deliver a memorandum agreement provided by Landlord in the form of Exhibit B attached hereto, setting forth the actual Commencement Date, Termination Date and, if necessary, a revised rent schedule. Notwithstanding the foregoing, if Tenant disputes any material information set forth in a memorandum agreement, Tenant shall provide Landlord with written notice of the same within five (5) business days following delivery thereof by Landlord and to the extent that Landlord agrees that such information was in fact erroneous, Landlord shall correct such information and submit to Tenant a revised memorandum agreement for execution and signature. If Tenant fails to timely deliver to Landlord written notice of such disputed material information, then the memorandum agreement, as delivered by Landlord, shall be deemed accurate in all respects. Should Tenant fail to execute and deliver the memorandum agreement within thirty (30) days after delivery by Landlord of written request for the same, the information set forth in any such memorandum agreement provided by Landlord shall be conclusively presumed to be agreed to by Tenant and correct.

2.2 Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises on the Scheduled Commencement Date set forth on the Reference Pages for any reason, Landlord shall not be liable for any damage resulting from such inability, but except to the extent such delay is the result of a Tenant Delay, Tenant shall not be liable for any rent until the time when Landlord delivers possession of the Premises to Tenant. No such failure to give possession on the Scheduled Commencement Date shall affect the other obligations of Tenant under this Lease, except that the actual Commencement Date shall be postponed until the date that Landlord delivers possession of the Premises to Tenant, except to the extent that such delay is arising from or related to the acts or omissions of Tenant or any Tenant Entities, including, without limitation as a result of: (a) Tenant’s failure to agree to plans and specifications and/or construction cost estimates or bids; (b) Tenant’s request for materials, finishes or installations other than Landlord’s standard except those, if any, that Landlord shall have expressly agreed to furnish without extension of time agreed by Landlord; (c) Tenant’s change in any plans or specifications; or, (d) performance or completion by a party employed by Tenant (each of the foregoing, a "Tenant Delay"). If any delay is the result of a Tenant Delay, the Commencement Date and the payment of rent under this Lease shall be accelerated by the number of days of such Tenant Delay.

2.3 Subject to the terms of this Section 2.3 and provided that this Lease and the Early Possession Agreement (as defined below) have been fully executed by all parties and Tenant has delivered all prepaid rental, the Security Deposit, and insurance certificates required hereunder, Landlord grants Tenant the right to enter the Premises, at Tenant’s sole risk, thirty (30) days prior to Landlord’s reasonable estimate of the Termination Date solely for the purpose of installing telecommunications and data cabling, Tenant’s laboratory equipment, furnishings and other personality. Such possession prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease, except that Tenant shall not be required to pay Monthly Installment of Rent or Tenant’s Proportionate Share of Expenses and Taxes with respect to the period of time prior to the Commencement Date during which Tenant occupies the Premises solely for such purposes. However, Tenant shall be liable for any utilities or special services provided to Tenant during such period. Notwithstanding the foregoing, if Tenant takes possession of the Premises before the Commencement Date for any purpose other than as expressly provided in this Section, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay Monthly Installment of Rent, Tenant’s Proportionate Share of Expenses and Taxes, and any other charges payable hereunder to Landlord for each day of possession before the Commencement Date. Said early possession shall not advance the Termination Date. Landlord may withdraw such permission to enter the Premises prior to the Commencement Date at any time that Landlord reasonably determines that such entry by Tenant is causing a dangerous situation for Landlord, Tenant
or their respective contractors or employees, or if Landlord reasonably determines that such entry by Tenant is hampering or otherwise preventing Landlord from proceeding with the completion of the Initial Alterations described in Exhibit B at the earliest possible date. As a condition to any early entry by Tenant pursuant to this Section 2.3, Tenant shall execute and deliver to Landlord an early possession agreement (the “Early Possession Agreement”) in the form attached hereto as Exhibit E provided by Landlord, setting forth the actual date for early possession and the date for the commencement of payment of Monthly Installment of Rent.

2.4 Notwithstanding the foregoing, if the Commencement Date has not occurred on or before the Required Completion Date (defined below), Tenant, as its sole remedy, may terminate this Lease by giving Landlord written notice of termination on or before the earlier to occur of: (a) five (5) business days after the Required Completion Date; and (b) the Commencement Date. In such event, this Lease shall be deemed null and void and of no further force and effect and Landlord shall promptly refund any prepaid rent and Security Deposit previously advanced by Tenant under this Lease and, so long as Tenant has not previously defaulted under any of its obligations under Exhibit B, the parties hereto shall have no further responsibilities or obligations to each other with respect to this Lease. The “Required Completion Date” shall mean August 7, 2010. Landlord and Tenant acknowledge and agree that the Required Completion Date shall be postponed by the number of days the Commencement Date is delayed by any Tenant Delays and due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of Landlord. Notwithstanding anything herein to the contrary, if Landlord determines in good faith that it will be unable to cause the Commencement Date to occur by the Required Completion Date, Landlord shall have the right to immediately cease its performance of the Initial Alterations and provide Tenant with written notice (the “Completion Date Extension Notice”) of such inability, which Completion Date Extension Notice shall set forth the date on which Landlord reasonably believes that the Commencement Date will occur. Upon receipt of the Completion Date Extension Notice, Tenant shall have the right to terminate this Lease by providing written notice of termination to Landlord within five (5) business days after the date of the Completion Date Extension Notice. If Tenant does not terminate this Lease within such five (5) business day period, the Required Completion Date automatically shall be amended to be the date set forth in Landlord’s Completion Date Extension Notice.

3. RENT.

3.1 Tenant agrees to pay to Landlord the Annual Rent in effect from time to time by paying the Monthly Installment of Rent then in effect on or before the first day of each full calendar month during the Term, except that the sixth (6th) full month’s Monthly Installment of Rent (subject to the Abated Monthly Installment of Rent pursuant to Section 3.3 below) and the first full month’s additional rent shall be paid upon the execution of this Lease. The Monthly Installment of Rent in effect at any time shall be one-twelfth (1/12) of the Annual Rent in effect at such time pursuant to the table set forth in the Reference Pages. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Monthly Installment of Rent based upon the number of days in such month. Said rent shall be paid to Landlord, without deduction or offset and without notice or demand, at the Rent Payment Address, as set forth on the Reference Pages, or to such other person or at such other place as Landlord may from time to time designate in writing. If an Event of Default occurs, Landlord may require by notice to Tenant that all subsequent rent payments be made by an automatic payment from Tenant’s bank account to Landlord’s account, without cost to Landlord. Tenant must implement such automatic payment system prior to the next scheduled rent payment or within ten (10) days after Landlord’s notice, whichever is later. Unless specified in this Lease to the contrary, all amounts and sums payable by Tenant to Landlord pursuant to this Lease shall be deemed additional rent.

3.2 Tenant recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is not paid when due and payable pursuant to this Lease, a late charge shall be imposed in an amount equal to the greater of: (a) Fifty Dollars ($50.00), or (b) six percent (6%) of the unpaid rent or other payment; provided, however, that Tenant shall be entitled to a grace period of five (5) days for the first late payment in a calendar year. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant’s obligation for each successive month until paid. The provisions of this Section 3.2 in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section 3.2 in any way affect Landlord’s remedies pursuant to Article 19 of this Lease in the event said rent or other payment is unpaid after date due.

3.3 Notwithstanding anything in this Lease to the contrary, so long as Tenant is not in default under this Lease, Tenant shall be entitled to an abatement of Monthly Installment of Rent with respect to the Premises, as originally described in this Lease, in the amount of Twenty Thousand Five Hundred Seventy-Three and 63/100’s Dollars ($20,573.63) per month for the first five (5) full calendar months of the Term. The maximum total amount of Monthly Installment of Rent abated
with respect to the Premises in accordance with the foregoing shall equal One Hundred Two Thousand Eight Hundred Sixty-Eight and 15/100’s Dollars ($102,868.15) (the “Abated Monthly Installment of Rent”). If Tenant defaults under this Lease at any time during the Term and fails to cure such default within any applicable cure period under this Lease, then all unamortized Abated Monthly Installment of Rent (i.e. based upon the amortization of the Abated Monthly Installment of Rent in equal monthly amounts, without interest, during the period commencing on the Commencement Date and ending on the original Termination Date) shall immediately become due and payable. Only Monthly Installment of Rent shall be abated pursuant to this Section, as more particularly described herein, and Tenant’s Proportionate Share of Expenses and Taxes and all other rent and other costs and charges specified in this Lease shall remain as due and payable pursuant to the provisions of this Lease.

4. RENT ADJUSTMENTS.

4.1 For the purpose of this Article 4, the following terms are defined as follows:

4.1.1 Lease Year: Each fiscal year (as determined by Landlord from time to time) falling partly or wholly within the Term.

4.1.2 Expenses: All costs of operation, maintenance, repair, replacement and management of the Building (including the amount of any credits which Landlord may grant to particular tenants of the Building in lieu of providing any standard services or paying any standard costs described in this Section 4.1.2 for similar tenants), as determined in accordance with generally accepted accounting principles, consistently applied, including the following costs by way of illustration, but not limitation: water and sewer charges; insurance charges of or relating to all insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable and relating in any manner to the protection, preservation, or operation of the Building or any part thereof; utility costs, including, but not limited to, the cost of heat, light, power, steam, gas; waste disposal; the cost of janitorial services; the cost of security and alarm services (including any central station signaling system); costs of cleaning, repairing, replacing and maintaining the common areas, including parking and landscaping, window cleaning costs; labor costs; costs and expenses of managing the Building including management and/or administrative fees; air conditioning maintenance costs; elevator maintenance fees and supplies; material costs; equipment costs including the cost of maintenance, repair and service agreements and rental and leasing costs; purchase costs of equipment; current rental and leasing costs of items which would be capital items if purchased; tool costs; licenses, permits and inspection fees; wages and salaries; employee benefits and payroll taxes; accounting and legal fees (except those relating exclusively to any tenant of the Building other than Tenant); any sales, use or service taxes incurred in connection therewith. In addition, Landlord shall be entitled to recover, as additional rent (which, along with any other capital expenditures constituting Expenses, Landlord may either include in Expenses or cause to be billed to Tenant along with Expenses and Taxes but as a separate item), Tenant’s Proportionate Share of: (i) an allocable portion of the cost of capital improvement items which are reasonably calculated to reduce operating expenses to the extent of such reduction in operating expenses; (ii) the cost of fire sprinklers and suppression systems and other life safety systems (except for such systems installed as part of improvements made by another tenant of the Building with respect to such other tenant’s premises and exclusively related to such tenant’s particular use); and (iii) subject to subsection (u) below, other capital expenses which are required under any Regulations which were not applicable to the Building at the time it was constructed, but the costs described in this sentence shall be amortized over the reasonable life of such expenditures in accordance with such reasonable life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles and calculated on a straight line basis, with interest on the unamortized amount at one percent (1%) in excess of the Wall Street Journal prime lending rate announced from time to time. Landlord agrees to act in a commercially reasonable manner in incurring Expenses, taking into consideration the class and the quality of the Building and shall extrapolate Expenses in accordance with the methodology used to extrapolate Expenses in comparable buildings owned by Landlord and its affiliates in the geographic area in which the Building is located. Notwithstanding anything to the contrary herein, Expenses shall not include depreciation or amortization of the Building or equipment in the Building except as provided herein, loan principal payments, ground lease rents, costs of alterations of tenants’ premises, leasing commissions, interest expenses on long-term borrowings or advertising costs.

The following are also excluded from Expenses:

(a) Sums (other than management fees, it being agreed that the management fees included in Expenses are as described in Section 4.1.2 above) paid to subsidiaries or other affiliates of Landlord for services on or to the Building and/or Premises, but only to the extent that the costs of such services exceed the competitive cost for such services rendered by unrelated persons or entities of similar skill, competence and experience.

(b) Any expenses for which Landlord has received actual reimbursement (other than through Expenses).
Attorney’s fees and other expenses incurred in connection with negotiations or disputes with prospective tenants or tenants or other occupants of the Building.

Costs in connection with leasing space in the Building, including brokerage commissions, brochures and marketing supplies, legal fees in negotiating and preparing lease documents.

Fines, costs or penalties incurred as a result and to the extent of a violation by Landlord of any applicable Regulations.

Any fines, penalties or interest resulting from the gross negligence or willful misconduct of Landlord.

The cost of operating any commercial concession which is operated by Landlord at the Building.

Costs incurred by Landlord for the repair of damage to the Building, to the extent that Landlord is reimbursed for such costs by insurance proceeds, contractor warranties, guarantees, judgments or other third party sources.

Reserves not spent by Landlord by the end of the calendar year for which Expenses are paid.

All bad debt loss, rent loss, or reserves for bad debt or rent loss.

Landlord’s charitable and political contributions.

All costs of purchasing or leasing major sculptures, paintings or other major works or objects of art (as opposed to decorations purchased or leased by Landlord for display in the common areas of the Building).

Depreciation; principal payments of mortgage and other non operating debts of Landlord.

Ground lease rental.

Salaries or fringe benefits of employees whose time is not spent directly and solely in the operation of the Building, provided that if any employee performs services in connection with the Building and other buildings, costs associated with such employee may be proportionately included in Expenses based on the percentage of time such employee spends in connection with the operation, maintenance and management of the Building.

Costs (including permit, license and inspection fees and tenant improvement allowances) incurred in renovating, improving, decorating, painting or redecorating another premises exclusively for another tenant of the Building.

Costs incurred because Landlord or another tenant of the Building defaulted under the terms of another lease for a premises in the Building.

Except as specifically provided in Section 4.1.2, any capital improvement costs.

Any fines, penalties or interest resulting from the gross negligence or willful misconduct of Landlord.

Penalties, interest and other costs incurred by Landlord in connection with Landlord’s failure to comply with conditions, covenants and restrictions applicable to the Building.

The cost of complying with any laws in effect (and as enforced) on the Commencement Date, provided that if any portion of the Building that was in compliance with all applicable laws on the Commencement Date becomes out of compliance due to normal wear and tear, the cost of bringing such portion of the Building into compliance shall be included in Expenses unless otherwise excluded pursuant to the terms hereof.

The wages of any employee for services not related directly to the management, maintenance, operation and repair of the project or for any employee above the rank of building manager.

Any and all costs associated with or incurred in connection with the maintenance, repair and/or replacement of Structural Elements of the Building (as defined in Section 7.4 below).

4.1.3 Taxes: Real estate taxes and any other taxes, charges and assessments which are levied with respect to the Building or the land appurtenant to the Building, or with respect to any improvements, fixtures and equipment or other property of Landlord, real or personal, located in the Building and used in connection with the operation of the Building and said land, any payments to any ground lessor in reimbursement of tax payments made by such lessor; and all fees, expenses and costs incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any Lease Year. Taxes shall not include any corporate franchise, capital stock, profits, gift, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Building or any taxes to be paid by Tenant pursuant to Article 28.
4.2 Tenant shall pay as additional rent for each Lease Year Tenant’s Proportionate Share of Expenses and Taxes incurred for such Lease Year.

4.3 The annual determination of Expenses shall be made by Landlord and shall be binding upon Landlord and Tenant, subject to the provisions of this Section 4.3. Landlord may deliver such annual determination to Tenant via regular U.S. mail. During the Term, Tenant may review, at Tenant’s sole cost and expense, the books and records supporting such determination in an office of Landlord, or Landlord’s agent, during normal business hours, upon giving Landlord five (5) days advance written notice within one hundred twenty (120) days after receipt of such determination, but in no event more often than once in any one (1) year period, subject to execution of a confidentiality agreement reasonably acceptable to Landlord, and provided that if Tenant utilizes an independent accountant to perform such review it shall be one of national standing which is reasonably acceptable to Landlord, is not compensated on a contingency basis and is subject to such confidentiality agreement. If Tenant fails to object to Landlord’s determination of Expenses within one hundred twenty (120) days after receipt, or if any such objection fails to state with specificity the reason for the objection, Tenant shall be deemed to have approved such determination and shall have no further right to object to or contest such determination. In the event that during all or any portion of any Lease Year, the Building is not fully rented and occupied Landlord shall make an appropriate adjustment in occupancy-related Expenses for such year for the purpose of avoiding distortion of the amount of such Expenses to be attributed to Tenant by reason of variation in total occupancy of the Building, by employing consistent and sound accounting and management principles to determine Expenses that would have been paid or incurred by Landlord had the Building been at least ninety-five percent (95%) rented and occupied, and the amount so determined shall be deemed to have been Expenses for such Lease Year.

4.4 Prior to the actual determination thereof for a Lease Year, Landlord may from time to time estimate Tenant’s liability for Expenses and/or Taxes under Section 4.2, Article 6 and Article 28 for the Lease Year or portion thereof. Landlord will give Tenant written notification of the amount of such estimate and Tenant agrees that it will pay, by increase of its Monthly Installments of Rent due in such Lease Year, additional rent in the amount of such estimate. Any such increased rate of Monthly Installments of Rent pursuant to this Section 4.4 shall remain in effect until further written notification to Tenant pursuant hereto.

4.5 When the above mentioned actual determination of Tenant’s liability for Expenses and/or Taxes is made for any Lease Year and when Tenant is so notified in writing, then:

4.5.1 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is less than Tenant’s liability for Expenses and/or Taxes, then Tenant shall pay such deficiency to Landlord as additional rent in one lump sum within thirty (30) days of receipt of Landlord’s bill therefor; and

4.5.2 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is more than Tenant’s liability for Expenses and/or Taxes, then Landlord shall credit the difference against the then next due payments to be made by Tenant under this Article 4, or, if this Lease has terminated, refund the difference in cash within sixty (60) days of Landlord’s determination of Expenses and/or Taxes for the Lease Year.

4.6 If the Commencement Date is other than January 1 or if the Termination Date is other than December 31, Tenant’s liability for Expenses and Taxes for the Lease Year in which said Date occurs shall be prorated based upon a three hundred sixty-five (365) day year.

5. SECURITY DEPOSIT.

5.1 Tenant shall deposit the Security Deposit with Landlord upon the execution of this Lease. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord’s damage in case of Tenant’s default. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant’s default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant’s default. If any portion is so used, Tenant shall within five (5) days after written demand therefor, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount.
and Tenant’s failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant thirty (30) days after Tenant surrenders the Premises to Landlord in accordance with this Lease. In addition to any other deductions Landlord is entitled to make pursuant to the terms hereof, Landlord shall have the right to make a good faith estimate of any unreconciled Expenses and/or Taxes as of the Termination Date and to deduct any anticipated shortfall from the Security Deposit. Notwithstanding anything to the contrary contained herein or in Article 23 hereof, Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any similar or successor Regulations or other laws now or hereinafter in effect.

5.2 Subject to the remaining terms of this Section 5.2, and provided that: (a) Tenant has timely paid all Monthly Installments of Rent, Tenant’s Proportionate Share of Expenses and Taxes and all other sums and charges payable under this Lease; (b) no default has occurred under this Lease; and (c) Tenant’s net worth on the Reduction Effective Date (as defined below) is equal to or greater than Tenant’s net worth as of the date of this Lease (as determined by Landlord based on acceptable financial information provided by Tenant) (the “Security Reduction Conditions”), Tenant shall have the right to reduce the amount of the Security Deposit so that the new Security Deposit amount will be Thirty-Five Thousand Dollars ($35,000.00) effective as of the fourth anniversary of the Commencement Date (the “Reduction Effective Date”). Notwithstanding anything to the contrary contained herein, if Tenant has been in default under this Lease at any time prior to the Reduction Effective Date and has failed to cure such default within any applicable cure period and/or if Tenant is not entitled to reduce the Security Deposit as of the Reduction Effective Date due to Tenant’s failure to satisfy the Security Reduction Conditions, then Tenant shall have no further right to reduce the amount of the Security Deposit as described herein. If Tenant is entitled to a reduction in the Security Deposit, Tenant shall provide Landlord with written notice requesting that the Security Deposit be reduced as provided above (the “Security Reduction Notice”). If Tenant provides Landlord with a Security Reduction Notice, and Tenant is entitled to reduce the Security Deposit as provided herein, Landlord shall refund the applicable portion of the Security Deposit to Tenant within thirty (30) days after the later to occur of (a) Landlord’s receipt of the Security Reduction Notice, or (b) the date upon which Tenant is entitled to a reduction in the Security Deposit as provided above.

6. ALTERATIONS.

6.1 Except for those, if any, specifically provided for in Exhibit B to this Lease, Tenant shall not make or suffer to be made any alterations, additions, or improvements, including, but not limited to, the attachment of any fixtures (other than trade fixtures and standard office and telecommunications equipment) or equipment in, on, or to the Premises or any part thereof or the making of any improvements as required by Article 7, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions and improvements. Landlord’s consent shall not be unreasonably withheld with respect to alterations which (i) are not structural in nature, (ii) are not visible from the exterior of the Building, (iii) do not affect or require modification of the Building’s electrical, mechanical, plumbing, HVAC or other systems, and (iv) in aggregate do not cost more than $5.00 per rentable square foot of that portion of the Premises affected by the alterations in question. In addition, Tenant shall have the right to perform, with prior written notice to but without Landlord’s consent, any alteration, addition, or improvement that satisfies all of the following criteria (a “Cosmetic Alteration”): (1) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (2) is not visible from the exterior of the Premises or Building; (3) will not affect the systems or structure of the Building; (4) costs less than $25,000.00 in the aggregate during any twelve (12) month period of the Term of this Lease; and (5) does not require work to be performed inside the walls or above the ceiling of the Premises. However, even though consent is not required, the performance of Cosmetic Alterations shall be subject to all of the other provisions of this Article 6.

6.2 In the event Landlord consents to the making of any such alteration, addition or improvement by Tenant, the same shall be made by using either Landlord’s contractor or a contractor reasonably approved by Landlord, in either event at Tenant’s sole cost and expense. If Tenant shall employ any contractor other than Landlord’s contractor and such other contractor or any subcontractor of such other contractor shall employ any non-union labor or supplier, Tenant shall be responsible for and hold Landlord harmless from any and all delays, damages and extra costs suffered by Landlord as a result of any dispute with any labor unions concerning the wages, hours, terms or conditions of the employment of any such labor. In any event, Landlord may charge Tenant a construction management fee not to exceed five percent (5%) of the cost of such work to cover its overhead as it relates to such proposed work, plus third-party costs actually incurred by Landlord in connection with the proposed work and the design thereof, with all such amounts being due five (5) days after Landlord’s demand.
6.3 All alterations, additions or improvements proposed by Tenant shall be constructed in accordance with all Regulations, using Building standard materials where applicable, and Tenant shall, prior to construction, provide the additional insurance required under Article 11 in such case, and also all such assurances to Landlord as Landlord shall reasonably require to assure payment of the costs thereof, including but not limited to, notices of non-responsibility, waivers of lien, surety company performance bonds and funded construction escrows and to protect Landlord and the Building and appurtenant land against any loss from any mechanic’s, materialmen’s or other liens. Tenant shall pay in addition to any sums due pursuant to Article 4, any increase in real estate taxes attributable to any such alteration, addition or improvement for so long, during the Term, as such increase is ascertainable; at Landlord’s election said sums shall be paid in the same way as sums due under Article 4. Landlord may, as a condition to its consent to any particular alterations or improvements, require Tenant to deposit with Landlord the amount reasonably estimated by Landlord as sufficient to cover the cost of removing such alterations or improvements and restoring the Premises, to the extent required under Section 26.2.

6.4 Notwithstanding anything to the contrary contained herein, so long as Tenant’s written request for consent for a proposed alteration or improvements contains the following statement in large, bold and capped font “PURSUANT TO ARTICLE 6 OF THE LEASE, IF LANDLORD CONSENTS TO THE SUBJECT ALTERATION, LANDLORD SHALL NOTIFY TENANT IN WRITING WHETHER OR NOT LANDLORD WILL REQUIRE SUCH ALTERATION TO BE REMOVED AT THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE,” at the time Landlord gives its consent for any alterations or improvements, if it so does, Tenant shall also be notified whether or not Landlord will require that such alterations or improvements be removed upon the expiration or earlier termination of this Lease. Notwithstanding anything to the contrary contained in this Lease, at the expiration or earlier termination of this Lease and otherwise in accordance with Article 26 hereof, Tenant shall be required to remove all alterations or improvements made to the Premises except for any such alterations or improvements which Landlord expressly indicates or is deemed to have indicated shall not be required to be removed from the Premises by Tenant. If Tenant’s written notice strictly complies with the foregoing and if Landlord fails to so notify Tenant whether Tenant shall be required to remove the subject alterations or improvements at the expiration or earlier termination of this Lease, it shall be assumed that Landlord shall require the removal of the subject alterations or improvements.

7. REPAIR.

7.1 Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises, except as specified in Exhibit B if attached to this Lease and except that Landlord shall repair and maintain the Structural Elements of the Building (in accordance with Section 7.4 below) and the basic plumbing, air conditioning, heating and electrical systems installed or furnished by Landlord. However, notwithstanding the foregoing, Landlord agrees that the truck doors and the base Building electrical, heating, ventilation and air conditioning and plumbing systems located in the Premises shall be in good working order as of the date Landlord delivers possession of the Premises to Tenant. Tenant shall have ninety (90) days from the date Landlord delivers possession of the Premises to Tenant in which to discover and to notify Landlord, in writing, if any of the heating, ventilation and air condition systems are not in good working order and satisfactory condition and repair; thereafter, Landlord shall at its cost promptly effectuate the repair and correction thereof. In addition, Landlord agrees that following full execution of this Lease, it shall deliver to Tenant any and all reports and inspection documentation currently in its possession with respect to the condition of the base Building electrical, heating, ventilation and air conditioning and plumbing systems located in the Premises (collectively, the “Base Building Reports”). The delivery by Landlord of the Base Building Reports, if any exist, shall be made by Landlord without any warranty or representation as to the accuracy of such reports or documentation, and Landlord shall have no obligation in connection with such delivery to obtain new or updated reports or documentation, but shall only be required to deliver to Tenant the Base Building Reports that Landlord currently possesses. In addition, prior to the Commencement Date, but following delivery by Tenant of all prepaid rental, the Security Deposit, and insurance certificates required hereunder, Tenant may, upon twenty-four (24) hours notice to Landlord, undertake non-invasive inspections of such base Building systems, so long as Tenant provides to Landlord a copy of each such report obtained by Tenant immediately upon receipt thereof. If Landlord elects, Landlord may accompany Tenant on any or all such inspections. By taking possession of the Premises, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them, except as set forth in the punch list to be delivered pursuant to Section 2.1. Except to the extent caused by the acts or omissions of Tenant or any Tenant Entities or by any alterations or improvements performed by or on behalf of Tenant, if such systems are not in good working order as of the date possession of the Premises is delivered to Tenant and Tenant provides Landlord with notice of the same within thirty (30) days following the date Landlord delivers possession of the Premises to Tenant, Landlord shall be responsible for repairing or restoring the same. It is hereby understood and agreed that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically set forth in this Lease.

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7.2 Tenant shall, at all times during the Term, keep the Premises in good condition and repair excepting damage by fire, or other casualty, and in compliance with all applicable Regulations, promptly complying with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Premises, all at Tenant’s sole expense.

7.3 Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

7.4 Except as provided in Article 22, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant’s business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or to fixtures, appurtenances and equipment in the Building. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code, or any similar or successor Regulations or other laws now or hereinafter in effect.

7.5 notwithstanding anything to the contrary in this Lease, Landlord, and not Tenant, shall be responsible, at Landlord’s sole cost and expense, for the maintenance, repair and replacement of the following structural elements of the Building; (a) the structural portion of the exterior walls of the Building (i.e., the columns); (b) the structural portions of the roof of the Building; and (c) the concrete floor of the Building (collectively, the “Structural Elements”), and the cost of any maintenance, repair and/or replacement of such Structural Elements shall be excluded from Expenses.

8. LIENS. Tenant shall keep the Premises, the Building and appurtenant land and Tenant’s leasehold interest in the Premises free from any liens arising out of any services, work or materials performed, furnished, or contracted for by Tenant, or obligations incurred by Tenant. In the event that Tenant fails, within ten (10) days following the imposition of any such lien, to either cause the same to be released of record or provide Landlord with insurance against the same issued by a major title insurance company or such other protection against the same as Landlord shall accept (such failure to constitute an Event of Default), Landlord shall have the right to cause the same to be released of record or in such manner as it deems proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be payable to it by Tenant within five (5) days of Landlord’s demand.

9. ASSIGNMENT AND SUBLETTING.

9.1 Except in connection with a Permitted Transfer (defined in Section 9.8 below), Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, and shall not make, suffer or permit such assignment, subleasing or occupancy without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed, and said restrictions shall be binding upon any and all assignees of this Lease and subtenants of the Premises. In the event Tenant desires to sublet or permit such occupancy of, the Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord at least thirty (30) days but no more than one hundred twenty (120) days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease or assignment and copies of financial reports and other relevant financial information of the proposed subtenant or assignee.

9.2 Notwithstanding any subletting, permitted or otherwise, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an Event of Default, if the Premises or any part of them are then sublet, Landlord, in addition to any other remedies provided in this Lease or provided by law, may, at its option, collect directly from such subtenant all rents due and becoming due to Tenant under such sublease and apply such rent against any sums due to Landlord from Tenant under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant’s obligations under this Lease. In the case of an assignment, if Landlord elects to give its consent to any such assignment, then unless Landlord’s written consent thereto expressly includes a full release of Tenant from the obligations under this Lease, Tenant shall remain liable as a surety for all obligations hereunder.

9.3 [INTENTIONALLY DELETED]

9.4 In the event that Tenant sells, sublets, assigns or transfers this Lease, Tenant shall pay to Landlord as additional rent an amount equal to fifty percent (50%) of any Increased Rent (as defined below), less the Costs Component.
as defined below), when and as such Increased Rent is received by Tenant. As used in this Section, “Increased Rent” shall mean the excess of (i) all rent and other consideration which Tenant is entitled to receive by reason of any sale, sublease, assignment or other transfer of this Lease, over (ii) the rent otherwise payable by Tenant under this Lease at such time. For purposes of the foregoing, any consideration received by Tenant in form other than cash shall be valued at its fair market value as determined by Landlord in good faith. The “Costs Component” is that amount which, if paid monthly, would fully amortize on a straight-line basis, over the entire period for which Tenant is to receive Increased Rent, the reasonable costs incurred by Tenant for leasing commissions, legal fees and costs and tenant improvements in connection with such sublease, assignment or other transfer.

9.5 Notwithstanding any other provision hereof, it shall be considered reasonable for Landlord to withhold its consent to any assignment of this Lease or sublease of any portion of the Premises if at the time of either Tenant’s notice of the proposed assignment or sublease or the proposed commencement date thereof, there shall exist any uncured default of Tenant or matter which will become a default of Tenant with passage of time unless cured, or if the proposed assignee or sublessee is an entity: (a) with which Landlord is already in negotiation (unless Landlord does not have space available for lease in the Building that is comparable to the space Tenant desires to sublet or assign; provided, however, Landlord shall be deemed to have comparable space if it has, or will have, space available on any floor of the Building that is approximately the same size as the space Tenant desires to sublet or assign within two (2) months, in the aggregate, of the proposed commencement of the proposed sublease or assignment, and for a comparable term); (b) is already an occupant of the Building unless Landlord is unable to provide the amount of space required by such occupant; (c) is a governmental agency; (d) is incompatible with the character of occupancy of the Building; (e) with which the payment for the sublease or assignment is determined in whole or in part based upon its net income or profits; or (f) would subject the Premises to a use which would: (i) involve materially increased personnel or wear upon the Building; (ii) violate any exclusive right granted to another tenant of the Building; (iii) require any addition to or modification of the Premises or the Building in order to comply with building code or other governmental requirements; or, (iv) involve a violation of Section 1.2. Tenant expressly agrees that for the purposes of any statutory or other requirement of reasonableness on the part of Landlord, Landlord’s refusal to consent to any assignment or sublease for any of the reasons described in this Section 9.5, shall be conclusively deemed to be reasonable.

9.6 Upon any request to assign or sublet, Tenant will pay to Landlord, on demand, a sum equal to all of Landlord’s reasonable costs, including reasonable attorney’s fees, incurred in investigating and considering any proposed or purported assignment or pledge of this Lease or sublease of any of the Premises, regardless of whether Landlord shall consent, refuse consent, or determine that Landlord’s consent is not required for, such assignment, pledge or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 9 shall be void.

9.7 If Tenant is a corporation, limited liability company, partnership or trust, any transfer or transfers of or change or changes within any twelve (12) month period in the number of the outstanding voting shares of the corporation or limited liability company, the general partnership interests in the partnership or the identity of the persons or entities controlling the activities of such partnership or trust resulting in the persons or entities owning or controlling a majority of such shares, partnership interests or activities of such partnership or trust at the beginning of such period no longer having such ownership or control shall be regarded as equivalent to an assignment of this Lease to the persons or entities acquiring such ownership or control and shall be subject to all the provisions of this Article 9 to the same extent and for all intents and purposes as though such an assignment. Notwithstanding the foregoing, if Tenant is a corporation, so long as Tenant is publicly traded on a major over-the-counter stock exchange, the ordinary transfer of shares over the counter shall be deemed not to be a transfer for purposes of this Section 9.7. Notwithstanding anything to the contrary contained in this Lease, the transfer of outstanding capital stock or other listed equity interests, or the purchase of outstanding capital stock or other listed equity interests, or the purchase of equity interests issued in an initial public offering of stock, by persons or parties other than “insiders” within the meaning of the Securities Exchange Act of 1934, as amended, through the “over-the-counter” market or any recognized national or international securities exchange shall not be included in determining whether control has been transferred.

9.8 Tenant may assign its entire interest under this Lease, without the consent of Landlord, to (a) an affiliate, subsidiary, or parent of Tenant, or a corporation, partnership or other legal entity wholly owned by Tenant (collectively, an “Affiliated Party”), or (b) a successor to Tenant by purchase, merger, consolidation or reorganization, provided that all of the following conditions are satisfied (each such transfer a “Permitted Transfer” and any such assignee or sublessee of a Permitted Transfer, a “Permitted Transferee”): (i) Tenant is not in default under this Lease; (ii) the Permitted Use does not allow the Premises to be used for retail purposes; (iii) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed Permitted Transfer or as soon as reasonably practicable thereafter, but in no event more than ninety (90) days thereafter; (iv) with respect to a proposed Permitted Transfer to an Affiliated Party, Tenant continues to
have a net worth equal to or greater than Tenant’s net worth at the date of this Lease; and (v) with respect to a purchase, merger, consolidation or reorganization or any Permitted Transfer which results in Tenant ceasing to exist as a separate legal entity, (A) Tenant’s successor shall own all or substantially all of the assets of Tenant, and (B) Tenant’s successor shall have a net worth which is at least equal to the greater of Tenant’s net worth at the date of this Lease or Tenant’s net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization. Tenant’s notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant’s successor shall sign a commercially reasonable form of assumption agreement. As used herein, (1) “parent” shall mean a company which owns a majority of Tenant’s voting equity; (2) “subsidiary” shall mean an entity wholly owned by Tenant or at least fifty-one percent (51%) of whose voting equity is owned by Tenant; and (3) “affiliate” shall mean an entity controlled, controlling or under common control with Tenant.

10. INDEMNIFICATION.

10.1 None of the Landlord Entities shall be liable and Tenant hereby waives all claims against them for any damage to any property or any injury to any person in or about the Premises or the Building by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Building not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent caused by or arising from the active negligence or willful misconduct of Landlord or its agents, employees or contractors. Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney’s fees) incurred by reason of (a) any damage to any property (including but not limited to property of any Landlord Entity) to the extent not covered by insurance proceeds actually paid to and received by Landlord or any injury (including but not limited to death) to any person occurring in, on or about the Premises or the Building to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant or any Tenant Entity to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant’s actual or asserted failure to comply with any and all Regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease.

10.2 Landlord shall protect, indemnify and hold Tenant harmless from and against any and all loss, claims, liability or costs (including court costs and attorney’s fees) incurred by reason of any damage to any property (including but not limited to property of Tenant) or any injury (including but not limited to death) to any person occurring in, on or about the common areas of the Building to the extent that such injury or damage shall be caused by or arise from the active negligence or willful misconduct of Landlord or any acts of Landlord’s agents or employees, or any breach or default on the part of Landlord in the performance of any covenant or agreement of Landlord to be performed pursuant to this Lease.

10.3 The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

11. INSURANCE.

11.1 Tenant shall keep in force throughout the Term; (a) a Commercial General Liability insurance policy or policies to protect the Landlord Entities against any liability to the public or to any invitee of Tenant or a Landlord Entity incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than $1,000,000 per occurrence and not less than $2,000,000 in the annual aggregate, or such larger amount as Landlord may prudently require from time to time, covering bodily injury and property damage liability and $1,000,000 products/completed operations aggregate; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than $1,000,000 per accident; (c) Worker’s Compensation Insurance with limits as required by statute and Employers Liability with limits of $500,000 each accident, $500,000 disease policy limit, $500,000 disease —each employee; (d) All Risk or Special Form coverage protecting Tenant against loss of or damage to Tenant’s alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory and other business personal property situated in or about the Premises to the full replacement value of the property so insured; and, (e) Business Interruption Insurance with limit of liability representing loss of at least approximately six (6) months of income.

11.2 The aforesaid policies shall (a) be provided at Tenant’s expense; (b) name the Landlord Entities as additional insureds (General Liability) and loss payee (Property—Special Form); (c) be issued by an insurance company with a minimum Best’s rating of “A-:VII” during the Term; and (d) provide that said insurance shall not be canceled unless thirty
11.3 Whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises ("Work") the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work, without limitation including liability under any applicable structural work act, and such other insurance as Landlord shall require in its commercially reasonably judgment; and the policies of or certificates evidencing such insurance must be delivered to Landlord prior to the commencement of any such Work.

11.4 Landlord shall keep in force throughout the Term Commercial General Liability Insurance and All Risk or Special Form coverage insuring the Landlord and the Building, in such amounts and with such deductibles as Landlord determines from time to time in accordance with sound and reasonable risk management principles. The cost of all such insurance is included in Expenses.

12. WAIVER OF SUBROGATION. Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured (or required to be insured pursuant to this Lease) by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

13. SERVICES AND UTILITIES. Tenant shall pay for all water, gas, heat, light, power, telephone, sewer, sprinkler system charges and other utilities and services used on or from the Premises, together with any taxes, penalties, and surcharges or the like pertaining thereto and any maintenance charges for utilities. Tenant shall furnish all electric light bulbs, tubes and ballasts, battery packs for emergency lighting and fire extinguishers. If any such services are not separately metered to Tenant, Tenant shall pay such proportion of all charges jointly metered with other premises as determined by Landlord, in its sole discretion, to be reasonable. Any such charges paid by Landlord and assessed against Tenant shall be immediately payable to Landlord within thirty (30) days of demand by Landlord and shall be additional rent hereunder. Tenant will not, without the written consent of Landlord (which consent shall not be unreasonably withheld), contract with a utility provider to service the Premises with any utility, including, but not limited to, telecommunications, electricity, water, sewer or gas, which is not previously providing such service to other tenants in the Building. Landlord shall in no event be liable for any interruption or failure of utility services on or to the Premises.

14. HOLDING OVER. Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part of them after termination of this Lease by lapse of time or otherwise at the rate ("Holdover Rate") which shall be One Hundred and Fifty Percent (150%) of the greater of (a) the amount of the Annual Rent for the last period prior to the date of such termination plus Tenant’s Proportionate Share of Expenses and Taxes under Article 4; and (b) the then market rental value of the Premises as determined by Landlord assuming a new lease of the Premises of the then usual duration and other terms, in either case, prorated on a daily basis, and also pay all damages sustained by Landlord by reason of such retention. If Landlord gives notice to Tenant of Landlord’s election to such effect, such holding over shall constitute renewal of this Lease for a period from month to month at the Holdover Rate, but if the Landlord does not so elect, no such renewal shall result notwithstanding acceptance by Landlord of any sums due hereunder after such termination; and instead, a tenancy at sufferance at the Holdover Rate shall be deemed to have been created. In any event, no provision of this Article 14 shall be deemed to waive Landlord’s right of reentry or any other right under this Lease or at law.

15. SUBORDINATION. Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Building, Landlord’s interest or estate in the Building, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant’s interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver within ten (10) days of Landlord’s request such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord. Notwithstanding the foregoing, upon written request by Tenant, Landlord will use reasonable efforts to obtain a non-disturbance, subordination and attornment agreement from Landlord’s then current mortgagee on such mortgagee’s then current standard form of agreement, a copy of which is attached hereto as Exhibit F. “Reasonable efforts” of Landlord shall not require Landlord to incur any cost, expense or liability to obtain such agreement, it being agreed that Tenant shall be responsible for any fee or review costs charged by such mortgagee. Landlord’s failure to obtain a non-disturbance, subordination and attornment agreement for Tenant shall have no effect on the rights, obligations and liabilities of Landlord and Tenant or be considered to be a default by Landlord hereunder.
16. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with all the rules and regulations as set forth in Exhibit D to this Lease and all reasonable and non-discriminatory modifications of and additions to them from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any such rules and regulations. Landlord hereby agrees to use commercially reasonable efforts to generally enforce the rules and regulations in a nondiscriminatory manner. In the event of any conflict between any of the rules and regulations set forth in Exhibit D hereto and this Lease, the terms of this Lease shall control.

17. REENTRY BY LANDLORD.

17.1 Landlord reserves and shall at all times have the right to re-enter the Premises to inspect the same, to show said Premises to prospective purchasers, mortgagees or tenants, and to alter, improve or repair the Premises and any portion of the Building, without abatement of rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Building and Premises where reasonably required by the character of the work to be performed, provided entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably and that any such entry and associated activities shall not materially diminish Tenant’s use of the Premises as set out in the Reference Pages. Notwithstanding the foregoing, except (i) to the extent requested by Tenant, (ii) in connection with scheduled maintenance programs, and/or (iii) in the event of an emergency, Landlord shall provide to Tenant reasonable prior notice (either written or oral) before Landlord enters the Premises to perform any repairs therein. Landlord shall have the right at any time to change the arrangement and/or locations of entrances, or passageways, doors and doorways, and corridors, windows, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building is commonly known. In the event that Landlord damages any portion of any wall or wall covering, ceiling, or floor or floor covering within the Premises, Landlord shall repair or replace the damaged portion to match the original as nearly as commercially reasonable but shall not be required to repair or replace more than the portion actually damaged. So long as Landlord has used commercially reasonable efforts to perform its duties hereunder in substantial conformance with this Section 17.1, then Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant’s business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by any action of Landlord authorized by this Article 17; notwithstanding the foregoing, Tenant’s waiver of its claim for damages for any injury, inconvenience or interference with its business or any loss of occupancy or quiet enjoyment of the Premises shall not be interpreted to include a waiver of any claim by Tenant arising out of or related to Landlord’s right and authority to enter into this Lease (as described in Article 21 below). Notwithstanding the foregoing, except in emergency situations, as determined by Landlord, Landlord shall exercise reasonable efforts to perform any entry into the Premises in a manner that is reasonably designed to minimize interference with the operation of Tenant’s business in the Premises.

17.2 For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in the Premises, excluding Tenant’s vaults and safes or special security areas (designated in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency to obtain entry to any portion of the Premises. As to any portion (other than those excepted in the previous sentence) to which access in an emergency cannot be had by means of a key or keys in Landlord’s possession, Landlord is authorized to gain access by such means as Landlord in an emergency shall elect and the cost of repairing any damage occurring in doing so shall be borne by Tenant and paid to Landlord within five (5) days of Landlord’s demand.

18. DEFAULT.

18.1 Except as otherwise provided in Article 20, the following events shall be deemed to be Events of Default under this Lease:

18.1.1 Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord under this Lease, whether such sum be any installment of the rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to Landlord required by this Lease, whether or not treated as additional rent under this Lease, and such failure shall continue for a period of five (5) days after written notice that such payment was not made when due, but if any such notice shall be given, for the twelve (12) month period commencing with the date of such notice, the failure to pay within five (5) days after due any additional sum of money becoming due to be paid to Landlord under this Lease during such period shall be an Event of Default, without notice. The notice required pursuant to this Section 18.1.1 shall replace rather than supplement any statutory notice required under California Code of Civil Procedure Section 1161 or any similar or successor statute.
18.1.2 Tenant shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within thirty (30) days (forthwith, if the failure involves a hazardous condition) after written notice of such failure to Tenant provided, however, that such failure shall not be an event of default if such failure could not reasonably be cured during such thirty (30) day period, Tenant has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days.

18.1.3 Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant’s right to possession only.

18.1.4 Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof.

18.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

19. REMEDIES.

19.1 Upon the occurrence of any Event or Events of Default under this Lease, whether enumerated in Article 18 or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of rent or other obligations and waives any and all other notices or demand requirements imposed by applicable law):

19.1.1 Terminate this Lease and Tenant’s right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:

19.1.1.1 The Worth at the Time of Award of the unpaid rent which had been earned at the time of termination;

19.1.1.2 The Worth at the Time of Award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent loss that Tenant affirmatively proves could have been reasonably avoided;

19.1.1.3 The Worth at the Time of Award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant affirmatively proves could be reasonably avoided;

19.1.1.4 Any other amount necessary to compensate Landlord for all the detriment either proximately caused by Tenant’s failure to perform Tenant’s obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

19.1.1.5 All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

The “Worth at the Time of Award” of the amounts referred to in parts 19.1.1.1 and 19.1.1.2 above, shall be computed by allowing interest at the lesser of a per annum rate equal to: (i) the greatest per annum rate of interest permitted from time to time under applicable law, or (ii) the Prime Rate plus 5%. For purposes hereof, the “Prime Rate” shall be the per annum
interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the State of California. The “Worth at the Time of Award” of the amount referred to in part 19.1.1.3, above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

19.1.2 Employ the remedy described in California Civil Code § 1951.4 (Landlord may continue this Lease in effect after Tenant’s breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or

19.1.3 Notwithstanding Landlord’s exercise of the remedy described in California Civil Code § 1951.4 in respect of an Event or Events of Default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant’s right to possession of the Premises and recover an award of damages as provided above in Section 19.1.1.

19.2 The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent. No waiver by Landlord of any breach hereof shall be effective unless such waiver is in writing and signed by Landlord.

19.3 TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174 (c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER REGULATIONS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, REINSTATE OR RESTORE THIS LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT’S BREACH. TENANT ALSO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE.

19.4 No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

19.5 This Article 19 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

19.6 If more than one (1) Event of Default occurs and remains uncured beyond any applicable cure period during the Term or any renewal thereof, Tenant’s renewal options, expansion options, purchase options and rights of first offer and/or refusal, if any arc provided for in this Lease, shall be null and void.

19.7 If, on account of any breach or default by Tenant in Tenant’s obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney or collection agency concerning or to enforce or defend any of Landlord’s rights or remedies arising under this Lease or to collect any sums due from Tenant, Tenant agrees to pay all costs and fees so incurred by Landlord, including, without limitation, reasonable attorneys’ fees and costs. If either party participates in an action against the other party arising out of or in connection with this Lease or any covenants or obligations hereunder, then the prevailing party shall be entitled to have or recover from the other party, upon demand, all reasonable attorneys’ fees and costs incurred in connection therewith. Tenant hereby specifically also waives notice and demand for payment of rent or other obligations, except for those notices specifically required pursuant to the terms of this Lease and notices which may be required under California Code of Civil Procedure Section 1161, as described in Section 18.1.1 above.

19.8 Upon the occurrence of an Event of Default, Landlord may (but shall not be obligated to) to take commercially reasonable actions to cure such default at Tenant’s sole expense. Without limiting the generality of the foregoing, Landlord may, at Landlord’s option, enter into and upon the Premises if Landlord determines in its reasonable discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible under this Lease or to otherwise effect compliance with its obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring
any liability for any damage or interruption of Tenant’s business resulting from Landlord’s commercially reasonable actions in connection therewith, and Tenant agrees to reimburse Landlord within five (5) days of Landlord’s demand as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant’s obligations under this Lease, plus interest from the date of expenditure by Landlord at the Wall Street Journal prime rate.

20. TENANT’S BANKRUPTCY OR INSOLVENCY.

20.1 If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a “Debtor’s Law”):

20.1.1 Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant’s assets (each a “Tenant’s Representative”) shall have no greater right to assume or assign this Lease or any interest in this Lease, or to sublease any of the Premises than accorded to Tenant in Article 9, except to the extent Landlord shall be required to permit such assumption, assignment or sublease by the provisions of such Debtor’s Law. Without limitation of the generality of the foregoing, any right of any Tenant’s Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that:

20.1.1.1 Such Debtor’s Law shall provide to Tenant’s Representative a right of assumption of this Lease which Tenant’s Representative shall have timely exercised and Tenant’s Representative shall have fully cured any default of Tenant under this Lease.

20.1.1.2 Tenant’s Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the larger of: (a) three (3) months’ rent and other monetary charges accruing under this Lease; and (b) any sum specified in Article 5; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of the Landlord that Tenant’s Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant’s Representative will have sufficient funds to fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant’s obligations under this Lease.

20.1.1.3 The assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound.

20.1.1.4 Landlord shall have, or would have had absent the Debtor’s Law, no right under Article 9 to refuse consent to the proposed assignment or sublease by reason of the identity or nature of the proposed assignee or sublessee or the proposed use of the Premises concerned.

21. QUIET ENJOYMENT. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord or, to the extent another party’s claim is as a result of the active negligence or willful misconduct of Landlord, then anyone claiming under or through Landlord, all subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

22. CASUALTY.

22.1 In the event the Premises or the Building are damaged by fire or other cause and in Landlord’s reasonable estimation such damage can be materially restored within two hundred thirty (230) days following the date of the casualty, Landlord shall forthwith repair the same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage. Such abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time. Within forty-five (45) days from the date of such damage, Landlord shall notify
Tenant, in writing, of Landlord’s reasonable estimation of the length of time within which material restoration can be made, and Landlord’s reasonable determination shall be binding on Tenant. For purposes of this Lease, the Building or Premises shall be deemed “materially restored” if they are in such condition as would not prevent or materially interfere with Tenant’s use of the Premises for their intended purposes, as described in the Reference Pages of this Lease.

22.2 If such repairs cannot, in Landlord’s reasonable estimation, be made within two hundred thirty (230) days following the date of the casualty, Landlord and Tenant shall each have the option of giving the other, at any time within thirty (30) days after Landlord’s notice of estimated restoration time, notice terminating this Lease as of the date of such damage. In the event of the giving of such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this Lease for the expiration of the Term. In the event that neither Landlord nor Tenant exercises its option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, and the rent hereunder shall be proportionately abated as provided in Section 22.1.

22.3 Landlord shall not be required to repair or replace any damage or loss by or from fire or other cause to any panelings, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises by, or belonging to, Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

22.4 In the event that Landlord should fail to complete such repairs and material restoration within sixty (60) days after the date estimated by Landlord therefor as extended by this Section 22.4, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, within fifteen (15) days after the expiration of said period of time, whereupon this Lease shall end on the date of such notice or such later date fixed in such notice as if the date of such notice was the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, strikes, lockouts, casualties, Acts of God, war, material or labor shortages, government regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is reasonably so delayed.

22.5 Notwithstanding anything to the contrary contained in this Article: (a) Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damages resulting from any casualty covered by the provisions of this Article 22 occur during the last twelve (12) months of the Term or any extension thereof, but if Landlord determines not to repair such damages Landlord shall notify Tenant and if such damages shall render any material portion of the Premises untenable or Tenant shall have the right to terminate this Lease by notice to Landlord within fifteen (15) days after receipt of Landlord’s notice; and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or Building requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon this Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the Term.

22.6 In the event of any damage or destruction to the Building or Premises by any peril covered by the provisions of this Article 22, it shall be Tenant’s responsibility to properly secure the Premises and upon notice from Landlord to remove forthwith, at its sole cost and expense, such portion of all of the property belonging to Tenant or its licensees from such portion or all of the Building or Premises as Landlord shall request.

22.7 Tenant hereby waives any and all rights under and benefits of Sections 1932(2) and 1933(4) of the California Civil Code, or any similar or successor Regulations or other laws now or hereinafter in effect.

23. EMINENT DOMAIN. If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu of such appropriation, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease, except that Tenant may only terminate this Lease by reason of taking or appropriation, if such taking or appropriation shall be so substantial as to materially interfere with Tenant’s use and occupancy of the Premises. If neither party to this Lease shall so elect to terminate this Lease, the rental thereafter to be paid shall be adjusted on a fair and equitable basis under the circumstances. In addition to the rights of Landlord above, if any substantial part of the Building shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the
right, at its sole option, to terminate this Lease. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever in or upon any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant’s trade fixtures and moving expenses; Tenant shall make no claim for the value of any unexpired Term. Tenant hereby waives any and all rights under and benefits of Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Regulations or other laws now or hereinafter in effect.

24. SALE BY LANDLORD. In event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to (this Lease. Except as set forth in this Article 24, this Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord’s successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security.

25. ESTOPPEL CERTIFICATES. Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant’s statement; and (e) such other matters as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article 25 may be relied upon by any mortgagee, beneficiary or purchaser. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such ten (10) day period, Landlord may provide to Tenant a second written request with respect to such estoppel certificate. If Tenant fails to execute and deliver such certificate within a five (5) business day period following the date of Landlord’s second written request therefor, Landlord or Landlord’s beneficiary or agent may rely upon, for whatever purposes, such certificate as prepared on Tenant’s behalf, and that such certificate shall be fully binding on Tenant.

26. SURRENDER OF PREMISES.

26.1 Tenant shall arrange to meet Landlord for two (2) joint inspections of the Premises, the first to occur at least thirty (30) days (but no more than sixty (60) days) before the last day of the Term, and the second to occur not later than forty-eight (48) hours after Tenant has vacated the Premises. In the event of Tenant’s failure to arrange such joint inspections and/or participate in either such inspection, Landlord’s inspection at or after Tenant’s vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant’s responsibility for repairs and restoration.

26.2 All alterations, additions, and improvements in, on, or to the Premises (excluding trade fixtures) made or installed by or for Tenant, including, without limitation, carpeting (collectively, “Alterations”), shall be and remain the property of Tenant during the Term. Upon the expiration or sooner termination of the Term, all Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title shall pass to Landlord under this Lease as by a bill of sale. At the end of the Term or any renewal of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all Alterations by whomsoever made, in the same condition received or first installed, broom clean and free of all debris, excepting only ordinary wear and tear and damage by fire or other casualty. Notwithstanding the foregoing, and subject to Section 6.4 above, if Landlord elects by notice given to Tenant at least ten (10) days prior to expiration of the Term, Tenant shall, at Tenant’s sole cost, remove any Alterations, including carpeting, so designated by Landlord’s notice, and repair any damage caused by such removal, provided that Tenant shall not be required to remove any portion of the Initial Alterations shown on the Plans as of the date of this Lease, as such terms are defined in Exhibit B hereto. Tenant must, at Tenant’s sole cost, remove upon termination of this Lease, any and all of Tenant’s furniture, furnishings, equipment, movable partitions of less than full height from floor to ceiling and other trade fixtures and personal property, as well as all data/telecommunications cabling and wiring installed by or on behalf of Tenant, whether inside walls, under any raised floor or above any ceiling (collectively, “Personalty”). Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty, as well as any damage caused by such removal. In lieu of requiring Tenant to remove Alterations and Personalty and repair the Premises as aforesaid, Landlord may, by written notice to Tenant delivered at least thirty (30) days before the Termination Date, require Tenant to pay to Landlord, as additional rent hereunder, the cost of such removal and repair in an amount reasonably estimated by Landlord.
26.3 All obligations of Tenant under this Lease not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term. Upon the expiration or earlier termination of the Term, Tenant shall pay to Landlord the amount, as reasonably estimated by Landlord, necessary to repair and restore (reasonable wear and tear excepted) the Premises as provided in this Lease and/or to discharge Tenant’s obligation for unpaid amounts due or to become due to Landlord. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant, with Tenant being liable for any additional costs upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied. Any otherwise unused Security Deposit shall be credited against the amount payable by Tenant under this Lease.

27. NOTICES. Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent contract delivery service furnishing a written record of attempted or actual delivery, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth on the Reference Pages, or at such other address as it has then last specified by written notice delivered in accordance with this Article 27, or if to Tenant at either its aforesaid address or its last known registered office or home of a general partner or individual owner, whether or not actually accepted or received by the addressee. Any such notice or document may also be personally delivered if a receipt is signed by and received from, the individual, if any, named in Tenant’s Notice Address.

28. TAXES PAYABLE BY TENANT. In addition to rent and other charges to be paid by Tenant under this Lease, Tenant shall reimburse to Landlord, upon demand, any and all taxes payable by Landlord (other than net income taxes and such taxes that are excluded and described in the final sentence of Section 4.1.3 above) whether or not now customary or within the contemplation of the parties to this Lease: (a) upon, allocable to, or measured by or on the gross or net rent payable under this Lease, including without limitation any gross income tax or excise tax levied by the State, any political subdivision thereof, or the Federal Government with respect to the receipt of such rent; (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises or any portion thereof, including any sales, use or service tax imposed as a result thereof; (c) upon or measured by the Tenant’s gross receipts or payroll or the value of Tenant’s equipment, furniture, fixtures and other personal property of Tenant or leasehold improvements, alterations or additions located in the Premises; or (d) upon this transaction or any document to which Tenant is a party creating or transferring any interest of Tenant in this Lease or the Premises. In addition to the foregoing, Tenant agrees to pay, before delinquency, any and all taxes levied or assessed against Tenant and which become payable during the term hereof upon Tenant’s equipment, furniture, fixtures and other personal property of Tenant located in the Premises.

29. RELOCATION OF TENANT [INTENTIONALLY OMITTED].

30. PARKING.

30.1 During the initial Term of this Lease, Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant, the number and type of parking passes as set forth on the Reference Pages of this Lease. This right to park in the Building’s parking facilities (the “Parking Facility”) shall be on an unreserved, nonexclusive, first come, first served basis, for passenger-size automobiles and is subject to the following terms and conditions:

30.1.1 Tenant shall at all times abide by and shall cause each of Tenant’s employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, “Tenant’s Parties”) to abide by any rules and regulations (“Rules”) for use of the Parking Facility that Landlord or Landlord’s garage operator reasonably establishes from time to time, and otherwise agrees to use the Parking Facility in a safe and lawful manner. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Facility from time to time including any key-card, sticker or other identification or entrance system and hours of operation. Landlord may refuse to permit any person who violates such Rules to park in the Parking Facility, and any violation of the Rules shall subject the car to removal from the Parking Facility.

30.1.2 Unless specified to the contrary above, the parking spaces hereunder shall be provided on a non-designated “first-come, first-served” basis. Landlord reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, disabled persons or for other tenants or guests, and Tenant shall not park and shall not allow Tenant’s Parties to park in any such assigned or reserved spaces. Tenant may validate visitor parking by such method as Landlord may approve, at the validation rate from time to time generally applicable to visitor parking. Tenant acknowledges that the Parking Facility may be closed entirely or in part in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the Parking Facility, or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond the operator’s reasonable control.
30.1.3 Tenant acknowledges that to the fullest extent permitted by law, Landlord shall have no liability for any damage to property or other items located in the parking areas of the project (including without limitation, any loss or damage to tenant’s automobile or the contents thereof due to theft, vandalism or accident), nor for any personal injuries or death arising out of the use of the Parking Facility by Tenant or any Tenant’s Parties, whether or not such loss or damage results from Landlord’s active negligence or negligent omission. The limitation on Landlord’s liability under the preceding sentence shall not apply however to loss or damage arising directly from Landlord’s willful misconduct. Without limiting the foregoing, if Landlord arranges for the parking areas to be operated by an independent contractor not affiliated with Landlord, Tenant acknowledges that Landlord shall have no liability for claims arising through acts or omissions of such independent contractor. Tenant and Tenant’s Parties each hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury or property damage occurring to Tenant or any of Tenant’s Parties arising as a result of parking in the Parking Facility, or any activities incidental thereto, wherever or however the same may occur, and further agrees that Tenant will not prosecute any claim for personal injury or property damage against Landlord or any of its officers, agents, servants or employees for any said causes of action and in all events, Tenant agrees to look first to its insurance carrier and to require that Tenant’s Parties look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the Parking Facility. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord or any Landlord Entities.

30.1.4 Tenant’s right to park as described in this Article and this Lease is exclusive to Tenant and shall not pass to any assignee or sublessee without the express written consent of Landlord. Such consent is at the sole discretion of the Landlord.

30.1.5 In the event any surcharge or regulatory fee is at any time imposed by any governmental authority with reference to parking, Tenant shall (commencing after (2) weeks’ notice to Tenant) pay, per parking pass, such surcharge or regulatory fee to Landlord in advance on the first day of each calendar month concurrently with the monthly installment of rent due under this Lease. Landlord will enforce any surcharge or fee in an equitable manner amongst the Building tenants.

30.2 If Tenant violates any of the terms and conditions of this Article, the operator of the Parking Facility shall have the right to remove from the Parking Facility any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability therefor whatsoever. In addition, Landlord shall have the right to cancel Tenant’s right to use the Parking Facility pursuant to this Article upon ten (10) days' written notice, unless within such ten (10) day period, Tenant cures such default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under this Lease.

31. DEFINED TERMS AND HEADINGS. The Article headings shown in this Lease are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any provision of this Lease. Any indemnification or insurance of Landlord shall apply to and inure to the benefit of all the following “Landlord Entities”, being Landlord, Landlord’s investment manager, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them. Any option granted to Landlord shall also include or be exercisable by Landlord’s trustee, beneficiary, agents and employees, as the case may be. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms “Tenant” and “Landlord” or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. The term “rentable area” shall mean the rentable area of the Premises or the Building as calculated by the Landlord on the basis of the plans and specifications of the Building including a proportionate share of any common areas. Tenant hereby accepts and agrees to be bound by the figures for the rentable square footage of the Premises and Tenant’s Proportionate Share shown on the Reference Pages; however, Landlord may adjust either or both figures if there is manifest error, addition or subtraction to the Building or any business park or complex of which the Building is a part, remeasurement or other circumstance reasonably justifying adjustment. The term “Building” refers to the structure in which the Premises are located, the common areas (parking lots, sidewalks, landscaping, etc.) appurtenant thereto, and the particular parcel of land where the Building in which the Premises are located sits. If the Building is part of a larger complex of structures, the term “Building” may include the entire complex, where appropriate (such as shared Expenses or Taxes) and subject to Landlord’s reasonable discretion.

32. TENANT’S AUTHORITY.

32.1 If Tenant signs as a corporation, partnership, trust or other legal entity each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Building is located, that the entity has full right and authority to enter into this Lease, and that all persons signing on
behalf of the entity were authorized to do so by appropriate actions. Tenant agrees to deliver to Landlord, simultaneously with the delivery of this Lease, a corporate resolution, proof of due authorization by partners, opinion of counsel or other appropriate documentation reasonably acceptable to Landlord evidencing the due authorization of Tenant to enter into this Lease.

32. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant.

33. FINANCIAL STATEMENTS AND CREDIT REPORTS. At Landlord’s request, Tenant shall deliver to Landlord a copy, certified by an officer of Tenant as being a true and correct copy, of Tenant’s most recent audited financial statement, or, if unaudited, certified by Tenant’s chief financial officer as being true, complete and correct in all material respects, Tenant hereby authorizes Landlord to obtain one or more credit reports on Tenant at any time, and shall execute such further authorizations as Landlord may reasonably require in order to obtain a credit report. Notwithstanding the foregoing, Landlord shall not request financial statements more than once in each consecutive one (1) year period during the Term unless (i) Tenant is in default, (ii) Landlord reasonably believes that there has been an adverse change in Tenant’s financial position since the last financial statement provided to Landlord, or (iii) requested (a) in connection with a proposed sale or transfer of the Building by Landlord, or (b) by an investor of Landlord, any Landlord Entity or any lender or proposed lender of Landlord or any Landlord Entity. At Tenant’s request, Landlord shall enter into a confidentiality agreement with Tenant, which agreement is reasonably acceptable to Landlord and covers confidential financial information provided by Tenant to Landlord.

34. COMMISSIONS. Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except as described on the Reference Pages.

35. TIME AND APPLICABLE LAW. Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the state in which the Building is located. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, pandemics, civil disturbances and other causes beyond the reasonable control of Landlord or Tenant, as the case may be.

36. SUCCESSORS AND ASSIGNS. Subject to the provisions of Article 9, the terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

37. ENTIRE AGREEMENT. This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations made by the Landlord or any of its representatives or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease.

38. EXAMINATION NOT OPTION. Submission of this Lease shall not be deemed to be a reservation of the Premises, Landlord shall not be bound by this Lease until it has received a copy of this Lease duly executed by Tenant and has delivered to Tenant a copy of this Lease duly executed by Landlord, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained in this Lease to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord any security deposit required by Article 5, the first month’s rent as set forth in Article 3 and any sum owed pursuant to this Lease.

39. DISCLOSURE. Pursuant to California Health & Safety Code Section 25359.7, Landlord hereby notifies Tenant that Landlord knows or has reasonable cause to believe that a release of Hazardous Materials has come to be located on or beneath the property on which the Building lies.
40. **RECORDATION.** Tenant shall not record or register this Lease or a short form memorandum hereof without the prior written consent of Landlord, and then shall pay all charges and taxes incident to such recording or registration.

**41. MONUMENT SIGNAGE.**

41.1 So long as (a) Tenant is not in default under the terms of the Lease; (b) Tenant is in occupancy of the entire Premises; and (c) Tenant has not assigned this Lease or sublet the Premises, Tenant shall have the right to have its name listed on the shared monument sign for the Building (the “Monument Sign”), subject to the terms of this Article 41. The design, size and color of Tenant’s signage with Tenant’s name to be included on the Monument Sign, and the manner in which it is attached to the Monument Sign, shall comply with all applicable Regulations and shall be subject to the approval of Landlord and any applicable governmental authorities. Landlord reserves the right to withhold consent to any sign that, in the reasonable judgment of Landlord, is not harmonious with the design standards of the Building and Monument Sign. Landlord shall have the right to require that all names on the Monument Sign be of the same size and style. Tenant must obtain Landlord’s written consent to any proposed signage and lettering prior to its fabrication and installation. Tenant’s right to place its name on the Monument Sign, and the location of Tenant’s name on the Monument Sign, shall be subject to the existing rights of existing tenants in the Building, and the location of Tenant’s name on the Monument Sign shall be further subject to Landlord’s reasonable approval. To obtain Landlord’s consent, Tenant shall submit design drawings to Landlord showing the type and sizes of all lettering and the colors, Finishes and types of materials. Although the Monument Sign will be maintained by Landlord, Tenant shall pay its proportionate share of the cost of any maintenance and repair associated with the Monument Sign. In the event that additional names are listed on the Monument Sign, all future costs of maintenance and repair shall be prorated between Tenant and the other parties that are listed on such Monument Sign.

41.2 Tenant’s name on the Monument Sign shall be designed, constructed, installed, insured, maintained, repaired and removed from the Monument Sign all at Tenant’s sole risk, cost and expense. Tenant, at its cost, shall be responsible for the maintenance, repair or replacement of Tenant’s signage on the Monument Sign, which shall be maintained in a manner reasonably satisfactory to Landlord.

41.3 If during the Term (and any extensions thereof) (a) Tenant is in default under the terms of this Lease after the expiration of applicable cure periods; (b) Tenant leases and occupies less than the entire Premises; or (c) Tenant assigns this Lease, then Tenant’s rights granted herein will terminate and Landlord may remove Tenant’s name from the Monument Sign at Tenant’s sole cost and expense and restore the Monument Sign to the condition it was in prior to installation of Tenant’s signage thereon, ordinary wear and tear excepted. The cost of such removal and restoration shall be payable as additional rent within five (5) days of Landlord’s demand. Landlord may, at anytime during the Term (or any extension thereof), upon five (5) days prior written notice to Tenant, relocate the position of Tenant’s name on the Monument Sign. The cost of such relocation of Tenant’s name shall be at the cost and expense of Landlord.

41.4 The rights provided in this Article 41 shall be non-transferable, except to any Permitted Transferee (as defined in Section 9.8 of this Lease), unless otherwise agreed by Landlord in writing in its sole discretion.

42. **OPTION TO RENEW.** Provided this Lease is in full force and effect and Tenant is not in default under any of the other terms and conditions of this Lease at the time of notification or commencement, Tenant shall have one (1) option to renew (the “Renewal Option”) this Lease for a term of five (5) years (the “Renewal Term”), for the portion of the Premises being leased by Tenant as of the date the Renewal Term is to commence, on the same terms and conditions set forth in this Lease, except as modified by the terms, covenants and conditions as set forth below:

42.1 If Tenant elects to exercise the Renewal Option, then Tenant shall provide Landlord with written notice no earlier than the date which is two hundred seventy (270) days prior to the expiration of the Term of this Lease but no later than the date which is one hundred eighty (180) days prior to the expiration of the Term of this Lease. If Tenant fails to provide such notice, Tenant shall have no further or additional right to extend or renew the Term of this Lease.

42.2 The Annual Rent and Monthly Installment of Rent in effect at the expiration of the Term of this Lease shall be increased to reflect the Prevailing Market (defined below) rate. Landlord shall advise Tenant of the new Annual Rent and Monthly Installment of Rent for the Premises no later than thirty (30) days after receipt of Tenant’s written request therefor. Said request shall be made no earlier than thirty (30) days prior to the first date on which Tenant may exercise its Renewal Option under this Article 42. Said notification of the new Annual Rent and Monthly Installment of Rent may include a provision for its escalation to provide for a change in fair market rental between the time of notification and the commencement of the Renewal Term. Notwithstanding anything to the contrary set forth herein, in no event shall the Annual Rent and Monthly Installment of Rent for the Renewal Term be less than the Annual Rent and Monthly Installment of Rent in the preceding period.
42.3 This Renewal Option is not transferable, except to any Permitted Transferee (as defined in Section 9.8 of this Lease); the parties hereto acknowledge and agree that they intend that the aforesaid option to renew this Lease shall be “personal” to Tenant as set forth above and that in no event will any assignee or sublessee have any rights to exercise the aforesaid option to renew.

42.4 If the Renewal Option is validly exercised or if Tenant fails to validly exercise the Renewal Option, Tenant shall have no further right to extend the term of this Lease.

42.5 For purposes of this Renewal Option, “Prevailing Market” shall mean the arms length fair market annual rental rate per rentable square foot under renewal leases and amendments entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Premises in the Building and buildings comparable to the Building in the same rental market in the Milpitas, California area as of the date the Renewal Term is to commence, taking into account the specific provisions of this Lease which will remain constant. The determination of Prevailing Market shall take into account any material economic differences between the terms of this Lease and any comparison lease or amendment, such as rent abatements, construction costs and other concessions and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes. The determination of Prevailing Market shall also take into consideration any reasonably anticipated changes in the Prevailing Market rate from the time such Prevailing Market rate is being determined and the time such Prevailing Market rate will become effective under this Lease.

42.6 Notwithstanding anything herein to the contrary, the Renewal Option is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) of any tenant of the Building existing on the date hereof.

43. ACCELERATION OF TERMINATION DATE.

43.1 Tenant shall have the one-time right to accelerate the Termination Date (“Acceleration Option”) of this Lease, with respect to the entire Premises only, so that the Termination Date is no longer the last day of the sixty-fifth (65th) full calendar month of the Term but is instead the last day of the thirty-sixth (36th) full calendar month of the Term (the “Accelerated Termination Date”), if:

43.1.1 There is no default by Tenant under this Lease at the date Tenant provides Landlord with an Acceleration Notice (hereinafter defined); and

43.1.2 No part of the Premises is sublet for a term extending past the Accelerated Termination Date; and

43.1.3 This Lease has not been assigned, except to an Affiliated Party or a Permitted Transferee; and

43.1.4 Landlord receives notice of acceleration (“Acceleration Notice”) not less than six (6) full calendar months prior to the Accelerated Termination Date.

43.2 If Tenant exercises its Acceleration Option, concurrent with Tenant’s delivery to Landlord of Tenant’s Acceleration Notice, Tenant shall pay to Landlord the sum of an amount equal to the unamortized portion of all of the following: (a) any leasing commissions, (b) the cost of the Initial Alterations, (c) the Additional Allowance to the extent used by Tenant, and (d) the Abated Monthly Installment of Rent (collectively, the “Acceleration Fee”) as a fee in connection with the acceleration of the Termination Date and not as a penalty; provided that the Acceleration Fee shall be increased by an amount equal to the unamortized portion of the any leasing commissions, tenant improvements, allowances, abated rent or other concessions incurred by Landlord in connection with any additional space other than the initial Premises leased by Tenant under this Lease and that is subject to acceleration hereunder. Tenant shall remain liable for all Monthly Installments of Rent, Tenant’s Proportionate Share of Expenses and Taxes, additional rent and all other sums due under this Lease up to and including the Accelerated Termination Date even though billings for such may occur subsequent to the Accelerated Termination Date. The “unamortized portion” of any of the foregoing shall be determined using an interest rate of seven percent (7%) per annum.

43.3 If Tenant, subsequent to providing Landlord with an Acceleration Notice, defaults in any of the provisions of this Lease (including, without limitation, a failure to pay the Acceleration Fee due hereunder), Landlord, at its option, may
(i) declare Tenant’s exercise of the Acceleration Option to be null and void, and any Acceleration Fee paid to Landlord shall be returned to Tenant, after first applying such Acceleration Fee against any past due rent under this Lease, or (ii) continue to honor Tenant’s exercise of its Acceleration Option, in which case, Tenant shall remain liable for the payment of the Acceleration Fee and for all Monthly Installments of Rent, Tenant’s Proportionate Share of Expenses and Taxes, any additional rent and other sums due under this Lease up to and including the Accelerated Termination Date even though billings for such may occur subsequent to the Accelerated Termination Date. Further, in the event that Landlord shall declare Tenant’s exercise of the Acceleration Option to be null and void as provided in clause (i) above, Tenant shall protect, indemnify and hold Landlord and the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney’s fees) incurred by reason of such nullification of Tenant’s Acceleration Option, including, without limitation, any claims by any potential replacement tenants for the Premises.

43.4 As of the date Tenant provides Landlord with an Acceleration Notice, any unexercised rights or options of Tenant to renew the Term of this Lease or to expand the Premises (whether expansion options, rights of first or second refusal, rights of first or second offer, or other similar rights), and any outstanding tenant improvement allowance not claimed and properly utilized by Tenant in accordance with this Lease as of such date, shall immediately be deemed terminated and no longer available or of any further force or effect.

44. CONFIDENTIALITY. The parties agree that neither party nor its agents or any other parties acting on behalf of such party shall disclose any matters set forth in this Lease, including, without limitation, the terms and conditions contemplated in connection with this Lease or disseminate or distribute any information concerning the terms, details or conditions hereof, and/or concerning this Lease, to any person, firm or entity without obtaining the express written consent of the other party. If any tenant in the Building or the project of which the Building is a part becomes aware of any of the terms or conditions of this Lease, either directly or indirectly from either party, its employees, agents and/or contractors, then at the other party’s option, such breach shall constitute an uncurable Event of Default under this Lease.

45. FURNITURE. Tenant shall have the right to use the furniture listed on Exhibit G (the “Furniture”) during the Term, at no additional cost except as hereinafter provided. Tenant agrees that the Furniture is in its “as is” condition and in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the suitability for Tenant’s use, the condition or any other matter relating to the Furniture. Tenant, at its sole cost and expense, shall maintain the Furniture in good condition and repair during the Term and in accordance with the conditions and requirements described in any warranties issued by the manufacturer of the Furniture and delivered to Tenant. In the event of any damage to the Furniture, Tenant shall provide written notice to Landlord of such damage and Tenant shall make any and all repairs that are necessary at Tenant’s sole cost and expense. If Tenant fails to make any repairs to the Furniture for more than fifteen (15) days after notice from Landlord (although notice shall not be required if there is an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs to Landlord within thirty (30) days after receipt of an invoice, together with an administrative charge in an amount equal to ten percent (10%) of the cost of the repairs. At all times during the Term, Tenant shall cause the Furniture to be insured pursuant to the provisions of Article 11 of this Lease. Tenant agrees that notwithstanding anything to the contrary contained in this Lease, the Furniture is owned by Landlord and, upon the expiration or earlier termination of this Lease, all Furniture shall be returned to Landlord in the same condition as of the date of this Lease, reasonable wear and tear excepted.

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46. LIMITATION OF LANDLORD’S LIABILITY. Redress for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord’s interest in the Building in which the Premises are located. The obligations of Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or Us investment manager’s trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages. Landlord’s interest “in the Building in which the Premises are located” shall include rents due from tenants, insurance proceeds paid on policies carried by Landlord pursuant to Article 11 of this Lease covering the Building and/or covering Landlord’s business activities in the Property (provided, however, that in no event shall Tenant, or anyone claiming on behalf of or through Tenant, be deemed or otherwise considered a loss payee under any such insurance policies), and proceeds from condemnation or eminent domain proceedings. The terms of this Article 46 shall not be deemed a limitation on any limits of any insurance providers’ obligations under policies carried pursuant to Article 11 of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Lease Reference Date set forth in the Reference Pages of this Lease.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: RREEF America L.L.C.,
a Delaware limited liability company, its Investment Advisor

By: /s/ James H. Ida
Name: James H. Ida
Title: Vice President, Asset Manager
Dated: 3/12/2010

TENANT:

NEXTG NETWORKS, INC.,
a Delaware corporation

By: /s/ David M. Cutrer
Name: David M. Cutrer
Title: Chief Executive Officer
Dated: 3-12-2010
EXHIBIT A – FLOOR PLAN DEPICTING THE PREMISES

attached to and made a part of the Lease bearing the
Lease Reference Date of March 11, 2010 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord, and
NEXTG NETWORKS, INC., a Delaware corporation, as Tenant

890 Tasman Drive, Milpitas, California 95035

Exhibit A is intended only to show the general layout of the Premises as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord’s rights set forth in Article 17 of the Lease with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.
EXHIBIT A-1 – SITE PLAN

attached to and made a part of the Lease bearing the
Lease Reference Date of March 11, 2010 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord, and
NEXTG NETWORKS, INC., a Delaware corporation, as Tenant

890 Tasman Drive, Milpitas, California 95035

Exhibit A-1 is intended only to show the general layout of the Building and/or the project of which the Building is a part as of the beginning of the Term of the Lease. It does not in any way supersede any of Landlord’s rights set forth in Article 17 of the Lease with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate, and the location and number of parking spaces should be taken as approximate.
1. This Exhibit B shall set forth the obligations of Landlord and Tenant with respect to the improvements to be performed in the Premises for Tenant’s use. All improvements described in this Exhibit B to be constructed in and upon the Premises by Landlord are hereinafter referred to as the “Initial Alterations.” It is agreed that construction of the Initial Alterations will be completed at Landlord’s sole cost and expense (subject to the Maximum Amount and further subject to the terms of Section 5 below), using Building standard methods, materials, and finishes. Notwithstanding the foregoing, Landlord and Tenant acknowledge that Plans (hereinafter defined) for the Initial Alterations have not yet been prepared in their final form and, therefore, it is impossible to determine the exact cost of the Initial Alterations at this time. Accordingly, Landlord and Tenant agree that Landlord’s obligation to pay for the cost of Initial Alterations (inclusive of the reasonable cost of preparing Plans and construction documents, the cost of design services (such as architectural, space planning and engineering services), the cost of cubicles, wiring and cabling, the cost of obtaining permits, the construction management fee of Landlord equal to 3% of the total construction costs, and other related fees and costs, including other reasonable construction and management fees paid by Tenant (collectively, the “Ancillary Costs”)) shall be limited to Three Hundred Forty-Seven Thousand Three Hundred Forty-Seven and no/100’s Dollars ($347,347.00) (the “Maximum Amount”) and that Tenant shall be responsible for the cost of Initial Alterations, plus any applicable state sales or use tax, if any, to the extent that it exceeds the Maximum Amount. Landlord shall enter into a direct contract for the Initial Alterations with a general contractor selected by Landlord, subject to Tenant’s reasonable consent. In addition, Landlord shall have the right to select and/or approve of any subcontractors used in connection with the Initial Alterations. Landlord shall be responsible for correcting any violations of Regulations with respect to the Initial Alterations; any such corrections that are outside of the Premises shall be undertaken by Landlord at Landlord’s sole cost and expense, while the cost of any such corrections that are within the Premises shall be paid for out of the Maximum Amount. Notwithstanding the foregoing, Landlord shall have the right to contest any alleged violation in good faith, including, without limitation, the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed by law and the right to appeal any decisions, judgments or rulings to the fullest extent permitted by law. Landlord, after the exhaustion of any and all rights to appeal or contest, will make all repairs, additions, alterations or improvements necessary to comply with the terms of any final order or judgment. Notwithstanding the foregoing, Tenant, not Landlord, shall be responsible for the correction of any violations that arise out of or in connection with any claims brought under any provision of the Americans With Disabilities Act other than Title III thereof, the specific nature of Tenant’s business in the Premises (other than general office use), the acts or omissions of Tenant or any Tenant Entities, Tenant’s arrangement of any furniture, equipment or other property in the Premises, any repairs, alterations, additions or improvements performed by or on behalf of Tenant (other than the Initial Alterations) and any design or configuration of the Premises specifically requested by Tenant after being informed that such design or configuration may not be in strict compliance with Regulations. If (a) the cost of the Initial Alterations (including the Ancillary Costs) exceeds the Maximum Amount (the “Excess Costs”), (b) Tenant has used the entire Maximum Amount as provided above, and (c) Tenant is not in default under the Lease, Tenant shall be entitled to request in writing an additional allowance of up to One Hundred Six Thousand Eight Hundred Seventy-Six and no/100’s Dollars ($106,876.00) (the “Additional Allowance”) from Landlord in order to finance the Excess Costs during the initial Term. Landlord shall disburse the Additional Allowance to Tenant subject to and in accordance with the provisions applicable to the disbursement of the Maximum Amount described in this Exhibit B. In no event shall Tenant be entitled to any disbursement of the Additional Allowance after October 31, 2010. Any Additional Allowance paid to or on behalf of Tenant hereunder shall be repaid to Landlord as additional rent in equal monthly installments throughout the remainder of the initial Term, commencing on the first day of the first full calendar month following the date the Additional Allowance is disbursed to Tenant, at an interest rate equal to nine percent (9%) per annum. If Tenant is in default under the Lease after the expiration of applicable cure periods, the entire unpaid balance of the Additional Allowance paid to or on behalf of Tenant shall become immediately due and payable and, except to the extent required by applicable Regulation, shall not be subject to mitigation or reduction in connection with a reletting of the Premises by Landlord. Upon request of Landlord, Tenant shall execute an amendment to the Lease or other appropriate agreement, prepared by Landlord, evidencing the amount of the Additional Allowance requested by Tenant and the repayment schedule relating to Tenant’s repayment of the Additional Allowance, as described herein.
2. Tenant shall be solely responsible for the timely preparation and submission to Landlord of the final architectural, electrical and mechanical construction drawings, plans and specifications (called “Plans”), a preliminary copy of which shall be attached hereto as Exhibit B-1, necessary to construct the Initial Alterations, which final Plans shall be subject to reasonable approval, not to be unnecessarily delayed, by Landlord and Landlord’s architect and engineers and shall comply with their requirements to avoid aesthetic or other conflicts with the design and function of the balance of the Building. Tenant shall be responsible for all elements of the design of the Plans (including, without limitation, compliance with law, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant’s furniture, appliances and equipment), and Landlord’s approval of the Plans shall in no event relieve Tenant of the responsibility for such design. If requested by Tenant, Landlord’s architect will prepare the Plans necessary for such construction at Tenant’s cost. Whether or not the layout and Plans are prepared with the help (in whole or in part) of Landlord’s architect, Tenant agrees to remain solely responsible for the timely preparation and submission of the Plans and for all elements of the design of such Plans and for all costs related thereto. Tenant has assured itself by direct communication with the architect and engineers (Landlord’s or its own, as the case may be) that the final approved Plans can be delivered to Landlord on or before full execution of this Lease (the “Plans Due Date”), provided that Tenant promptly furnishes complete information concerning its requirements to said architect and engineers as and when requested by them. Tenant covenants and agrees to cause said final, approved Plans to be delivered to Landlord on or before said Plans Due Date and to devote such time as may be necessary in consultation with said architect and engineers to enable them to complete and submit the Plans within the required time limit. Time is of the essence in respect of preparation and submission of Plans by Tenant. If the Plans are not fully completed and approved by the Plans Due Date, Tenant shall be responsible for one day of Tenant Delay (as defined in the Lease to which this Work Letter is attached) for each day during the period beginning on the day following the Plans Due Date and ending on the date completed Plans are approved. (The word “architect” as used in this Exhibit B shall include an interior designer or space planner.)

3. If Landlord’s estimate and/or the actual cost of the Initial Alterations shall exceed the Maximum Amount, Landlord, prior to commencing any construction of Initial Alterations, shall submit to Tenant a written estimate setting forth the anticipated cost of the Initial Alterations, including but not limited to labor and materials, contractor’s fees and permit fees. Within three (3) business days thereafter, Tenant shall either notify Landlord in writing of its approval of the cost estimate, or specify its objections thereto and any desired changes to the proposed Initial Alterations. If Tenant notifies Landlord of such objections and desired changes, Tenant shall work with Landlord to reach a mutually acceptable alternative cost estimate.

4. If Excess Costs arise, Tenant shall be responsible for paying to Landlord, upon demand, all such Excess Costs, plus any applicable state sales or use tax thereon. If Tenant desires to use all or part of the Additional Allowance to finance such Excess Costs, Tenant shall notify Landlord in writing of such election. The statements of costs submitted to Landlord by Landlord’s contractors shall be conclusive for purposes of determining the actual cost of the items described therein. The amounts payable by Tenant hereunder constitute rent payable pursuant to the Lease, and the failure to timely pay same constitutes an event of default under the Lease.

5. If Tenant shall request any change, addition or alteration in any of the Plans after approval by Landlord, Landlord shall have such revisions to the drawings prepared, and Tenant shall reimburse Landlord for the cost thereof, plus any applicable state sales or use tax thereon, upon demand to the extent that the cost of performing such revisions cause the cost of Initial Alterations to exceed the Maximum Amount. Promptly upon completion of the revisions, Landlord shall notify Tenant in writing of the increased cost, if any, which will be chargeable to Tenant by reason of such change, addition or deletion. Tenant, within one (1) business day, shall notify Landlord in writing whether it desires to proceed with such change, addition or deletion. In the absence of such written authorization, Landlord shall have the option to continue work on the Premises disregarding the requested change, addition or alteration, or Landlord may elect to discontinue work on the Premises until it receives notice of Tenant’s decision, in which event Tenant shall be responsible for any Tenant Delay in completion of the Premises resulting therefrom. If such revisions result in a higher estimate of the cost of construction and/or higher actual construction costs which exceed the Maximum Amount, such increased estimate or costs shall be deemed Excess Costs pursuant to Section 1 hereof and Tenant shall advise Landlord in writing if it elects to use all or part of the Additional Allowance for such Excess Costs or if it shall immediately pay such Excess Costs, plus any applicable state sales or use tax thereon, upon demand, to Landlord.
6. Following approval of the Plans and the payment by Tenant of the required portion of the Excess Costs, if any, Landlord shall cause the Initial Alterations to be constructed substantially in accordance with the approved Plans. Landlord shall notify Tenant of substantial completion of the Initial Alterations.

7. Any portion of the Maximum Amount and/or the Additional Allowance which exceeds the cost of the Initial Alterations or is otherwise remaining after October 31, 2010, shall accrue to the sole benefit of Landlord, it being agreed that Tenant shall not be entitled to any credit, offset, abatement or payment with respect thereto.

8. Landlord and Tenant agree to cooperate with each other in order to enable the Initial Alterations to be performed in a timely manner and with as little inconvenience to the operation of Tenant’s business as is reasonably possible. Notwithstanding anything herein to the contrary, any delay in the completion of the Initial Alterations or inconvenience suffered by Tenant during the performance of the Initial Alterations shall not subject Landlord to any liability for any loss or damage resulting therefrom or entitle Tenant to any credit, abatement or adjustment of rent or other sums payable under the Lease.

9. This Exhibit B shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.
EXHIBIT B-1 – PLANS
attached to and made a part of the Lease bearing the
Lease Reference Date of March 11, 2010 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord, and
NEXTG NETWORKS, INC., a Delaware corporation, as Tenant
890 Tasman Drive, Milpitas, California 95035
EXHIBIT C – COMMENCEMENT DATE MEMORANDUM

attached to and made a part of the Lease bearing the Lease Reference Date of March 11, 2010 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord, and
NEXTG NETWORKS, INC., a Delaware corporation, as Tenant

890 Tasman Drive, Milpitas, California 95035

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM, made as of , 20 by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”) and NEXTG NETWORKS, INC., a Delaware corporation (“Tenant”).

Recitals:
A. Landlord and Tenant are parties to that certain Lease, dated for reference March 11, 2010 (the “Lease”) for certain premises (the “Premises”) consisting of approximately 26,719 square feet at the building commonly known as 890 Tasman Drive, Milpitas, California 95035.
B. Tenant is in possession of the Premises and the Term of the Lease has commenced.
C. Landlord and Tenant desire to enter into this Memorandum confirming the Commencement Date, the Termination Date and other matters under the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:
1. The actual Commencement Date is .
2. The actual Termination Date is .
3. The schedule of the Annual Rent and the Monthly Installment of Rent set forth on the Reference Pages is deleted in its entirety, and the following is substituted therefor:

    [insert rent schedule]

4. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: RREEF America L.L.C.,
a Delaware limited liability company, its Investment Advisor

By: DO NOT SIGN

Name: ________________________________

Title: ________________________________

Dated: , 200

TENANT:

NEXTG NETWORKS, INC.,
a Delaware corporation

By: DO NOT SIGN

Name: ________________________________

Title: ________________________________

Dated: , 200

C-1
1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right to remove, at Tenant’s expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at Tenant’s expense by a vendor designated or approved by Landlord. In addition, Landlord reserves the right to change from lime to lime the format of the signs or lettering and to require previously approved signs or lettering to be appropriately altered.

2. If Landlord objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the reasonable opinion of Landlord, from outside the Premises.

3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, or stairways of the Building. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building.

4. Any directory of the Building, if provided, will be exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names.

5. Tenant shall be responsible for providing janitorial service for the Premises at its sole cost and expense, and Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide janitorial service to the Premises. The janitorial services shall be performed by Tenant’s employees or a bonded union janitorial contractor, which contractor (if applicable) shall be reasonably approved by Landlord. Tenant shall comply with all rules and regulations which Landlord may reasonably establish for the proper functioning and protection of any common systems of the Building, Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any Tenant’s property by the janitor or any other employee or any other person.

6. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown into any of them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

7. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord. Tenant will comply with any and all recycling procedures designated by Landlord.

8. Landlord will furnish Tenant two (2) keys free of charge to each door in the Premises that has a passage way lock. Landlord may charge Tenant a reasonable amount for any additional keys, and Tenant shall not make or have made additional keys on its own. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

9. If Tenant requires telephone, data, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

10. Tenant shall not place a load upon any floor which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or
vibration that may be transmitted to the structure of the Building or to any space in the Building to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant’s expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration. Landlord will not be responsible for loss of or damage to any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

11. Landlord shall in all cases retain the right to control and prevent access to the Building of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation or interests of the Building and its tenants, provided that nothing contained in this rule shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

12. Tenant shall not use any method of heating or air conditioning other than that supplied or approved in writing by Landlord.

13. Tenant shall not waste electricity, water or air conditioning. Tenant shall keep corridor doors closed. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.

14. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without Landlord’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and which consent may in any event be conditioned upon Tenant’s execution of Landlord’s standard form of license agreement. Tenant shall be responsible for any interference caused by such installation.

15. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster, or drywall (except for pictures, tackboards and similar office uses) or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

16. Tenant shall not install, maintain or operate upon the Premises any vending machine without Landlord’s prior written consent, except that Tenant may install food and drink vending machines solely for the convenience of its employees.

17. No cooking shall be done or permitted by any tenant on the Premises, except that Underwriters’ Laboratory approved microwave ovens or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted provided that such equipment and use is in accordance with all applicable Regulations.

18. Tenant shall not use any hand trucks except those equipped with the rubber tires and side guards, and may use such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building. Forklifts which operate on asphalt areas shall only use tires that do not damage the asphalt.

19. Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed in any parking lot.

20. Tenant shall not use the name of the Building or any photograph or likeness of the Building in connection with or in promoting or advertising Tenant’s business, except that Tenant may include the Building name in Tenant’s address. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building.

21. Tenant shall not permit smoking or carrying of lighted cigarettes or cigars other than in areas designated by Landlord as smoking areas.

22. Canvassing, soliciting, distribution of handbills or any other written material in the Building is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any good or merchandise in the Building without the written consent of Landlord.

23. Tenant shall not permit any animals other than service animals, e.g. seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the Building.
24. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

25. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order in and about the Building. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant’s employees, agents, clients, customers, invitees and guests.
EXHIBIT E – FORM OF EARLY POSSESSION AGREEMENT
attached to and made a part of the Lease bearing the
Lease Reference Date of March 11, 2010 between
SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord, and
NEXTG NETWORKS, INC., a Delaware corporation, as Tenant
890 Tasman Drive, Milpitas, California 95035

EARLY POSSESSION AGREEMENT

Reference is made to that certain lease dated March 11, 2010, between SILICON VALLEY CA-I, LLC, a Delaware limited liability company ("Landlord") and NEXTG NETWORKS, INC., a California corporation ("Tenant"), for the premises located in the City of Milpitas, County of Santa Clara, State of California, commonly known as 890 Tasman Drive.

It is hereby agreed that, notwithstanding anything to the contrary contained in the Lease but subject to the terms of Section 2.3 of the Lease, Tenant may occupy the Premises on . The first Monthly Installment of Rent is due on .

Landlord and Tenant agree that all the terms and conditions of the above referenced Lease are in full force and effect as of the date of Tenant’s possession of the Premises prior to the Commencement Date pursuant to Section 2.3 [insert “other than the payment of rent”, if the possession date and rent payment date are different].

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: RREEF America L.L.C.,
a Delaware limited liability company, its Investment Advisor

By: 

Name: DO NOT SIGN
Title: 
Dated: 

TENANT:

NEXTG NETWORKS, INC.,
a California corporation

By: 

Name: DO NOT SIGN
Title: 
Dated: 

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E-1
EXHIBIT F – SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT

attached to and made a part of the Lease bearing the
Lease Reference Date of March 11, 2010 between

SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord, and

NEXTG NETWORKS, INC., a Delaware corporation, as Tenant

890 Tasman Drive, Milpitas, California 95035

SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY AND
AFTER RECORDING, RETURN TO:

Berkadia Commercial Mortgage LLC
118 Welsh Road
Horsham, PA 19044-8015
Attn: Executive Vice President–Servicing Administration

SPACE ABOVE THIS LINE RESERVED FOR RECORDER’S USE

SUBORDINATION, NON-DISTURBANCE 
AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), is made as of this day of , 2010 among Wells Fargo Bank, N.A, not Individually, but solely as Trustee for the Certificate Holders of JP Morgan Chase Commercial Securities Trust 2006 – CIBC 16 Commercial Mortgage Pass – Through Certificates, Series 2006-CIBC16 under that certain Pooling and Servicing Agreement dated as of September 21, 2006, (“Lender”), by and through Berkadia Commercial Mortgage LLC, a Delaware limited liability company, its Master Servicer under said Pooling and Servicing Agreement, Silicon Valley CA-I, LLC a Delaware limited liability company (“Landlord”), and NEXTG Networks, Inc., a Delaware Corporation (“Tenant”).

Background

A. Lender is the owner and holder of a deed of trust or mortgage or other similar security instrument (either, the “Security Instrument”), covering, among other things, the real property commonly known and described as Quantum Business Park, and further described on Exhibit “A” attached hereto and made a part hereof for all purposes, and the building and Improvements thereon (collectively, the “Property”).

B. Tenant is the lessee under that certain lease agreement between Landlord and Tenant dated (“Lease”), demising a portion of the Property described more particularly in the Lease (“Leased Space”).

C. Landlord, Tenant and Lender desire to enter into the following agreements with respect to the priority of the Lease and Security Instrument.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subordination. Tenant agrees that the Lease, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and effect of the Security Instrument.

2. Nondisturbance. Lender agrees that no foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan shall operate to terminate the Lease or Tenant’s rights thereunder to possess and use the leased space provided, however, that (a) the term of the Lease has commenced, (b) Tenant is in possession of the premises demised pursuant to the Lease, and (c) the Lease is in full force and effect and no uncured default exists under the Lease.

3. Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan (“Successor Owner”). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owners of the Property, Successor Owner shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property was transferred to Successor Owner. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease, (except that Successor Owner shall not be relieved from the obligation to cure any defaults which are non-monetary and
continuing in nature, and such that Successor Owner’s failure to cure would constitute a continuing default under the Lease); (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than 30 days in advance; (d) bound by any modification or supplement to the Lease, or waiver of Lease terms, made without Lender’s written consent thereto; (e) liable for the return of any security deposit or other prepaid charge paid by Tenant under the Lease, except to the extent such amounts were actually received by Lender; (f) liable or bound by any right of first refusal or option to purchase all or any portion of the Property; or (g) liable for construction or completion of any improvements to the Property or as required under the Lease for Tenant’s use and occupancy (whenever arising). Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Lender or any Successor Owner such further instruments as Lender or a Successor Owner may from time to time request in order to confirm this Agreement If any liability of successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner’s interest in the Property.

4. Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant agrees not to pay rent more than one (1) month in advance unless otherwise specified in the Lease. After notice is given to Tenant by Lender that Landlord is in default under the Security Instrument and that the rentals under the Lease should be paid to Lender pursuant to the assignment of leases and rents granted by Landlord to Lender in Connection therewith, Tenant shall thereafter pay to Lender all rent and all other amounts due or to become due to Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Lender upon reliance on Lender’s written notice (without any inquiry into the factual basis for such notice or any prior notice to or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant’s compliance with Lender’s written instructions.

5. Lender Opportunity to Cure Landlord Defaults. Tenant agrees that, until the Security Instrument is released by Lender, it will not exercise any remedies under the Lease following a Landlord default without having first given to Lender (a) written notice of the alleged Landlord default and (b) the opportunity to cure such default within the time periods provided for cure by Landlord, measured from the time notice is given to Lender. Tenant acknowledges that Under is not obligated to cure any Landlord default, but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease and will not exercise any right or remedy under the Lease for a Landlord default Performance rendered by Lender on Landlord’s behalf is without prejudice to Lender’s rights against Landlord under the Security Instrument or any other documents executed by Landlord In favor of Lender in connection with the Loan.

6. Miscellaneous.

   (a) Notices. All notices under this Agreement will be effective only if made in writing and addressed to the address for a party provided below such party’s signature. A new notice address may be established from time to time by written notice given in accordance with this Section. All notices will be deemed received only upon actual receipt.

   (b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties relating to the subordination and nondisturbance of the Lease, and supersedes and replaces all prior discussions, representations and agreements (oral and written) with respect to the subordination and nondisturbance of the Lease. This Agreement controls any conflict between the terms of this Agreement and the Lease. This Agreement may not be modified, supplemented or terminated, nor any provision hereof waived, unless by written agreement of Lender and Tenant, and then only to the extent expressly set forth in such writing.

   (c) Binding Effect. This Agreement binds and inures to the benefit of each party hereto and their respective heirs, executors, legal representatives, successors and assigns, whether by voluntary action of the parties or by operation of law. If the Security Instrument is a deed of trust, this Agreement is entered into by the trustee of the Security Instrument solely in its capacity as trustee and not individually.

   (d) Unenforceability. Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid, unenforceable or illegal shall be ineffective only to the extent of such holding and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

   (e) Construction of Certain Terms. Defined terms used in this Agreement may be used Interchangeably in singular or plural form, and pronouns cover all genders. Unless otherwise provided herein all days from performance shall be calendar days, and a “business day” is any day other than Saturday, Sunday and days on which Lender is closed for legal holidays, by government order or weather emergency.
(f) **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located (without giving effect to its rules governing conflicts of laws).

(g) **WAIVER OF JURY TRIAL.** TENANT, AS AN INDUCEMENT FOR LENDER TO PROVIDE THIS AGREEMENT AND THE ACCOMMODATIONS TO TENANT OFFERED HEREBY, HEREBY WAIVES ITS RIGHT, TO THE FULL EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their respective obligations hereunder.

IN WITNESS WHEREOF, this Agreement is executed this day of , 200 .

**LENDER:**

Wells Fargo Bank, N.A., Trustee

By: Berkadia Commercial Mortgage LLC.,
its Master Servicer

By: ________________________________
Name: ________________________________
Title: ________________________________

**Tenant Notice Address:**

Wells Fargo Bank, N.A., Trustee
c/o Berkadia Commercial Mortgage LLC
118 Welsh Road
Horsham, PA 19044
Attn: Executive Vice President – Servicing Administration

**TENANT:**

NEXTG Networks Inc.

By: ________________________________
Name: ________________________________
Title: ________________________________

**Tenant Notice Address:**

NEXTG Networks Inc.

______________________________
Attn: ________________________________

**LANDLORD:**

Silicon Valley CA-I, LLC

By: ________________________________
Name: ________________________________
Title: ________________________________

**Landlord Notice Address:**

Silicon Valley CA-I, LLC

______________________________
Attn: ________________________________
Notary Acknowledgement for Lender:

State of: 
County of: 

On this, the day of , 200 , before me, the undersigned Notary Public, personally appeared known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of Berkadia Commercial Mortgage LLC in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Notary Acknowledgement for Tenant:

State of: 
County of: 

On this, the day of , 200 , before me, the undersigned Notary Public, personally appeared known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she is an officer of the Tenant in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Notary Acknowledgment for Landlord:

State of: 
County of: 

On this, the day of , 200 , before me, the undersigned Notary Public, personally appeared known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she is an officer of the Landlord in the capacity stated and that he/she executed the within Instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
Exhibit “A”
(Legal Description of the Property)

F-5
EXHIBIT G – LIST OF FURNITURE

attached to and made a part of the Lease bearing the Lease Reference Date of March 11, 2010 between

SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord, and
NEXTG NETWORKS, INC., a Delaware corporation, as Tenant

890 Tasman Drive, Milpitas, California 95035

(98)  – Teknion TOS workstations 96” x 96”, consisting of (1) corner worksurface (2) rectangular worksurfaces (1) pedestal, (1) overhead flipper with light and (1) open shelf.

(4)   – U shaped desk with adjustable worksurface, (2) pedestals, (1) worksurface with overhead storage. Maple and black finishes

(6)   – U shaped desk with adjustable worksurface, (2) pedestals, (1) worksurface with overhead storage, and (1) shelving unit with two drawers. Maple and black finishes.

(1)   – U shaped desk with adjustable worksurface and (2) pedestals. Maple and black finishes

(1)   – U shaped desk with adjustable worksurface, (1) pedestals and (1) shelving unit with two drawers. Maple and black finishes.

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G-1
FIRST AMENDMENT

THIS FIRST AMENDMENT (this “Amendment”) is made and entered into as of April 21, 2010, by and between SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”), and NEXTG NETWORKS, INC., a Delaware corporation (“Tenant”).

RE bâtals

A. Landlord and Tenant are parties to that certain lease dated March 11, 2010 (the “Original Lease”), (the “Lease”). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 26,719 rentable square feet (the “Premises”) located at 890 Tasman Drive, Milpitas, California 95035 (the “Building”).

B. The parties desire to amend the Lease on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Plans. Pursuant to Exhibit B of the Lease regarding the Initial Alterations for the Premises, Tenant was to deliver final Plans to Landlord for the Initial Alterations by no later than the date of execution of the Lease, which date was referred to therein as the “Plans Due Date.” Landlord and Tenant hereby acknowledge and agree that the delivery of the final Plans by Tenant to Landlord by the Plans Due Date was not practical. Accordingly, the Plans Due Date is hereby amended to be April 13, 2010; Tenant shall be required to deliver and has delivered final Plans to Landlord by this revised Plans Due Date and otherwise in accordance with Exhibit B and the terms and conditions of the Lease, as amended hereby.

2. Miscellaneous.

   2.1 This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.

   2.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

   2.3 In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.

   2.4 Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

   2.5 The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.
2.6 Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord and the Landlord Entities (as defined in Article 31 of the Lease) harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Amendment.

2.7 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Extended Term, an Event of Default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
2.8 Redress for any claim against Landlord under the Lease and this Amendment shall be limited to and enforceable only against and to the extent of Landlord’s interest in the Building in which the Premises are located. The obligations of Landlord under the Lease and this Amendment are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager’s trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages. Landlord’s interest “in the Building in which the Premises are located” shall include rents due from tenants, insurance proceeds paid on policies carried by Landlord pursuant to Article 11 of the Lease covering the Building and/or covering Landlord’s business activities in the Property (provided, however, that in no event shall Tenant, or anyone claiming on behalf of or through Tenant, be deemed or otherwise considered a loss payee under any such insurance policies), and proceeds from condemnation or eminent domain proceedings. The terms of this Section 2.8 shall not be deemed a limitation on any limits of any insurance providers’ obligations under policies carried pursuant to Article 11 of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have entered into and executed this Amendment as of the date first written above.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: RREEF America L.L.C.,
a Delaware limited liability company,
its Investment Adviser

By: /s/ James H. Ida

Name: James H. Ida
Title: Vice President, Asset Manager
Dated: 5/13/10

TENANT:

NEXTG NETWORKS, INC.,
a Delaware corporation

By: /s/ David M. Cutrer

Name: David M. Cutrer
Title: Chief Executive Officer
Dated: 4/22/10
SECOND AMENDMENT AND
LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

This SECOND AMENDMENT AND LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE (the “Agreement”) is entered into as of December 27, 2012, by and among SILICON VALLEY CA-I, LLC, a Delaware limited liability company (“Landlord”), CROWN CASTLE NG NETWORKS INC., a Delaware corporation (“Assignor”) and FIREEYE INC., a Delaware corporation (“Assignee”).

RECITALS:

A. Landlord, as landlord, and Assignor (formerly known as NextG Networks, Inc., a Delaware corporation), as tenant, are parties to that certain lease dated March 11, 2010 (the “Original Lease”), as amended by that certain First Amendment dated April 21, 2010 (collectively, the “Lease”). Pursuant to the Lease, Landlord has leased to Assignor space currently containing approximately 26,719 rentable square feet (the “Premises”) in the building located at 890 Tasman Drive, Milpitas, California 95035 (the “Building”).

B. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s right, title and interest in, to and under the Lease (the “Assignment”).

C. Assignor and Assignee have entered into that certain agreement (“Assignment Agreement”) attached hereto as Exhibit A whereby, subject to the terms, conditions and limitations set forth therein, Assignor assigned all of its right, title and interest in and to the Lease to Assignee and Assignor and Assignee have requested Landlord’s consent to the Assignment and the Assignment Agreement. Landlord has agreed to give such consent upon the terms and conditions contained in this Agreement.

D. Landlord, Assignor and Assignee mutually desire that the Lease be amended on and subject to the following terms and conditions,

NOW THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Assignor and Assignee agree and represent as follows:

I. Amendment. Landlord, Assignor and Assignee agree that, effective as of the date hereof, the Lease shall be amended in accordance with the following terms and conditions:

A. Deletion. Article 43 (Acceleration Option) of the Original Lease is hereby deleted in its entirety and is of no further force and effect.

B. Furniture. Notwithstanding anything to the contrary contained in Article 45 of the Original Lease, the parties hereto acknowledge and agree that Assignor shall not return the furniture defined in Article 45 and listed on Exhibit “E” of the Original Lease (the “Furniture”) to Landlord upon the expiration or earlier termination of the Lease. Effective as of the date hereof, Landlord transfers title to the Furniture to Assignor and Assignor hereby accepts the Furniture in its as-is condition, without warranty. On or before the Effective Assignment Date (defined below), Assignor shall remove the Furniture from the Premises, at Assignor’s sole cost and expense, and Assignor hereby agrees that Landlord and Assignee shall have no responsibility or liability for the Furniture.
II. Consent to Assignment and Assumption. Landlord hereby consents to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by Assignor and Assignee.

A. Assignment Agreement; Assignment and Assumption. Assignor and Assignee hereby represent and warrant that: (a) a true, complete and correct copy of the Assignment Agreement is attached hereto as Exhibit A; and (b) subject to the terms, conditions and limitations of the Assignment Agreement, as of the Assignment Effective Date (as defined in the Assignment Agreement) (i) Assignor fully assigns all of Assignor’s right, title and interest in the Lease to Assignee, including, without limitation, all interest in the Security Deposit, if any, as described in Article 5 of the Original Lease, previously delivered by Assignor to Landlord (the “Security Deposit”) (but expressly excluding the Renewal Option set forth in Article 42 of the Original Lease), and (ii) Assignee, for itself and its successors and assigns, assumes all of Assignor’s rights, title, and interest in, to and under the Lease and agrees to pay, perform, observe and be bound by all of the covenants, agreements, provisions, conditions and obligations of the tenant under the Lease, including but not limited to, the obligation to pay Landlord for all rent, adjustments of rent and other additional charges payable pursuant to the terms of the Lease, which shall accrue from and after said Assignment Effective Date.

B. Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign to Assignee its entire right, title and interest in the Lease and with respect to the entire Security Deposit, if any; (ii) has not previously transferred or conveyed its interest in the Lease to any person or entity, collaterally or otherwise; and (iii) has full power and authority to enter into the Assignment Agreement and this Agreement. Assignee hereby represents and warrants that Assignee (i) has full power and authority to assume all of Assignor’s right, title and interest in, to and under the Lease, including the entire Security Deposit, if any; and (ii) has full power and authority to enter into the Assignment Agreement and this Agreement.

C. No Release. Nothing contained in the Assignment Agreement or other provisions of this Agreement shall be construed as relieving or releasing the Assignor from any of its obligations under the Lease, and it is expressly understood that Assignor shall remain liable for such obligations notwithstanding the subsequent assignment(s), sublease(s) or transfer(s) of the interest of the tenant under the Lease. In no event shall the Assignment Agreement or the other provisions of this Agreement be construed as granting or conferring upon the Assignor or the Assignee any greater rights than those contained in the Lease nor shall there be any diminution of the rights and privileges of the Landlord under the Lease, nor shall the Lease be deemed modified in any respect. The parties acknowledge and agree that anything to the contrary contained in section 5 of the Assignment Agreement, Assignor shall comply or Assignor shall cause Assignee to comply with the terms and conditions of Article 29 (Surrender) of the Original Lease, and any alterations and improvements to the Premises shall be governed by the terms and conditions of Article 6 (Alterations) of the Original Lease.

D. Early Access. In the event Assignor grants Assignee access to the Premises prior to the Effective Date for the purposes of installing Assignee’s personalty and furnishings or to perform improvements in the Premises pursuant to the Assignment Agreement, such early access shall be at Assignee’s sole risk and Assignor’s insurance required under Article 11 of the Original Lease shall name Assignee as an additional insured.

E. Review Fee. Upon Assignor’s execution and delivery of this Agreement, Assignor shall pay to Landlord a sum equal to all of Landlord’s reasonable costs, including reasonable attorney’s fees, in consideration for Landlord’s review and preparation of this Agreement.
F. Landlord’s Consent. In reliance upon the agreements and representations contained in this Agreement, Landlord hereby consents to the Assignment pursuant to the Assignment Agreement. This Agreement shall not constitute a waiver of the obligation of the tenant under the Lease to obtain the Landlord’s consent to any subsequent assignment, sublease or other transfer under the Lease, nor shall it constitute a waiver of any existing defaults under the Lease.

G. Notice Address. Any notices to Assignee shall be effective when served to Assignee at the following address in accordance with the terms of the Lease.

FireEye, Inc.
1440 McCarthy Boulevard
Milpitas, California 95035
Attn: Senior Director of Real Estate

Notwithstanding anything to the contrary set forth in this Lease with respect to Assignee’s address for notices, Landlord does not waive and shall not be deemed to have waived any right it may have to deliver notice in accordance with any applicable statute.

From and after the Effective Date, notices to Assignor shall be served at the following address:

Crown Castle NG Networks Inc.
E. Blake Hawk, General Counsel
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

H. No Modifications. None of the terms in this Agreement may be modified unless in writing and signed by all parties to this Agreement. Nothing contained in this Agreement shall be deemed to amend, modify or alter in any way the terms, covenants and conditions set forth in the Lease.

I. Authority. Each signatory of this Agreement represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Each-Assignee hereby represents and warrants to the other parties that neither Assignee nor any persons or entities holding any legal or beneficial interest whatsoever in Assignee are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C, §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Term, an Event of Default under the Lease will be deemed to have occurred, without the necessity of notice to Assignor or Assignee.

J. Financial Statements and Credit Reports. Notwithstanding anything to the contrary contained in the Lease, and in addition to the terms and conditions of the Lease, at Landlord’s request, Assignee shall deliver to Landlord a copy, certified by an officer of Assignee as being a true and correct copy, of Assignee’s most recent audited financial statement, or, if unaudited, certified by Assignee’s chief financial officer as being true, complete and correct in all material respects. Assignee hereby authorizes Landlord to obtain one or more credit reports on Assignee at any time, and shall execute such further authorizations as Landlord may reasonably require in order to obtain a credit report.
K. Hazardous Materials. Assignee shall protect, defend, indemnify and hold each and all of Landlord, Landlord’s investment manager, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them harmless from and against any and all loss, claims, liability or costs (including court costs and attorney’s fees) incurred by reason of any actual or asserted failure of Assignee to fully comply with all applicable environmental laws, rules, statutes, ordinances and/or codes, and/or the presence, handling, use or disposition in or from the Premises of any hazardous materials by Assignee or any of Assignee’s employees, agents, invitees, or contractors (even though permissible under all applicable environmental laws, rules, statutes, ordinances and/or codes and/or the provisions of the Lease, as amended), or by reason of any actual or asserted failure of Assignee to keep, observe, or perform any provision of the Lease, as amended hereby.

III. Miscellaneous.

A. Counterparts. This Agreement may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties.

B. Brokers. Assignee represents that it has dealt directly with and only with Colliers International (Jim Abarta) ("Assignee’s Broker"), as a broker in connection with the Assignment Agreement and this Agreement. Assignor represents that it has dealt directly with and only with CRESA Partners (Fletcher Baker and Scott Kinder) ("Assignor’s Broker"), as a broker in connection with the Assignment Agreement and this Agreement. Assignor has agreed that Assignee’s Broker and Assignor’s Broker shall be paid commissions by Assignor in connection with the Assignment Agreement and this Agreement pursuant to a separate agreement among such parties. Assignee agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, investors, managers, mortgagee(s) and agents, and the respective principals and members of any such agents harmless from all claims of any brokers other than Assignee’s Broker claiming to have represented Assignee in connection with this Agreement. Assignor agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, investors, managers, mortgagee(s) and agents, and the respective principals and members of any such agents harmless from all claims of (i) Assignor’s Broker and Assignee’s Broker, and (ii) any brokers other than Assignee’s Broker claiming to have represented Assignor in connection with this Agreement.

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C. Limitation of Landlord’s Liability. Redress for any claim against Landlord under the Lease, as the same may be amended from time to time, shall be limited to and enforceable only against and to the extent of Landlord’s interest in the Building. The obligations of Landlord under the Lease, as amended, are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager’s trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Assignee and/or Assignor hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

IN WITNESS WHEREOF, Landlord, Assignor and Assignee have executed this Agreement on the day and year first above written.

LANDLORD:

SILICON VALLEY CA-I, LLC,
a Delaware limited liability company

By: SVCA JV LLC,
a Delaware limited liability company its Manager

By: RREEF America REIT III Corp. GG-QRS,
a Maryland corporation its Manager

By: /s/ James H. Ida
Name: James H. Ida
Title: Vice President
Dated: 1/15/2013

ASSIGNOR:

CROWN CASTLE NG NETWORKS, INC.,
a Delaware corporation

By: /s/ Robert D. Ward
Name: ROBERT D. WARD
Title: PRESIDENT DAS & SMALL CELL NETWORKS
Dated: 1/11, 2013

ASSIGNEE:

FIREEYE INC.,
a Delaware corporation

By: /s/ Frank Verdecanna
Name: Frank Verdecanna
Title: VP Finance
Dated: Jan 15 2013
EXHIBIT A - COPY OF ASSIGNMENT AGREEMENT

attached to and made a part of the Agreement dated December 27, 2012,

between SILICON VALLEY CA-I, LLC, a Delaware limited liability company, as Landlord, 
CROWN CASTLE NG NETWORKS INC., a Delaware corporation, as Assignor and 
FIREEYE INC., a Delaware corporation, as Assignee

(see attached)

A-1
ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the “Assignment”) is hereby made and entered into as of the 14 day of December, 2012, by and between Crown Castle NG Networks Inc., a Delaware corporation (“Assignor”), and FireEye Inc., a Delaware corporation, (“Assignee”).

RECITALS

A. Assignor and Silicon Valley CA-I, LLC, a Delaware limited liability company d/b/a RREEF Properties (“Master Landlord”) entered into that certain Lease, dated March 11, 2010 (the “Lease”), for office space currently containing approximately 26,719 rentable square feet (the “Premises”) in the building commonly known as Milpitas Business Park located at 890 Tasman Drive, Milpitas, CA 95035 (the “Building”). The Lease is attached hereto as Exhibit A.

B. Assignor desires to assign the Lease to Assignee, and Assignee desires to assume the rights and obligations under the Lease, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten ($10.00) Dollars and other good and valuable consideration each to the other in hand paid and the premises and covenants hereinafter set forth, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. Capitalized Terms. Unless otherwise stated herein, all capitalized terms shall have the meaning defined in the Lease.

3. Assignment and Assumption of Lease. As of the Assignment Effective Date (defined below): (a) Assignor assigns, sets over and transfers to Assignee all of Assignor’s right, title and interest in, to and under the Lease; and (b) Assignee accepts the foregoing assignment of the Lease and assumes and shall pay, perform and discharge, as and when due, all of the agreements and obligations of Assignor under the Lease arising from and after the Assignment Effective Date to the same extent as if the Assignee were named as the lessee under the Lease as of the Assignment Effective Date. As used herein, the term “Assignment Effective Date” shall mean the earlier of (i) March 31, 2013, and (ii) the date that Assignor has vacated the entirety of the Premises and delivered possession thereof to Assignee in the Required Delivery Condition (defined in Section 8 below). Upon the occurrence of the Assignment Effective Date, Assignor and Assignee shall execute a memorandum substantially in the form of Exhibit B attached hereto confirming the Assignment Effective Date and shall deliver a copy thereof to the Master Landlord.

(a) No Transfer of Renewal Option. Notwithstanding anything set forth in Section 3 above to the contrary, Assignor and Assignee acknowledge and agree that the Renewal Option set forth in Section 42 of the Lease is not, by its express terms, transferable by Assignor to Assignee, and, therefore: (i) the foregoing assignment of the Lease does not include said

...
4. **Indemnity.** Subject to the terms of Section 6 below: (i) from and after the date hereof to the Assignment Effective Date, Assignor shall perform all of the duties and obligations of the tenant under the Lease and shall maintain the Lease in full force and effect, and (ii) Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all liability, claims, damages, expenses (including cost of litigation and reasonable attorneys’ fees), judgments, proceedings and causes of action of any kind (“Claims”) arising under the Lease prior to the Assignment Effective Date. Subject to the terms of Sections 7 and 8(b) below: (i) from and after the Assignment Effective Date, Assignee shall perform all of the duties and obligations of the tenant under the Lease and shall maintain the Lease in full force and effect, and (ii) Assignee agrees to defend, indemnify and hold harmless Assignor from and against any and all Claims arising under the Lease from and after the Assignment Effective Date.

5. **Consent of Master Landlord.** Notwithstanding anything set forth herein to the contrary, this Assignment and the rights and obligations of Assignor and Assignee hereunder are subject to and conditioned upon the written consent of the Master Landlord hereto upon such terms and conditions as shall be reasonably satisfactory to both Assignor and Assignee (the “Master Landlord Consent”); provided, however, that Assignor may not require as a condition to its consent to the Master Landlord Consent that Assignor be released by the Master Landlord of any obligations or liabilities arising under the Lease whether prior to or after the Assignment Effective Date. Among other things that Assignee may require be provided for in the Master Landlord Consent, Assignee shall require that the Master Landlord confirm that the Lease is in full force and effect, that Assignor is not then in default under the Lease, that the Furniture provided by the Master Landlord pursuant to Section 45 of the Lease shall be returned to Landlord by Assignor and Assignee shall not be liable therefore, and that none of the existing tenant improvements in the Premises or the tenant improvements proposed to be constructed by Assignee in the Premises will be required to be removed by Assignor or Assignee at the expiration of the term of the Lease (including, without limitation, any wiring or cabling installed at any time therein). In the event that the Master Landlord Consent has not been delivered by the Master Landlord and accepted by both Assignor and Assignee on or before January 11, 2013, this Assignment shall be null and void and of no further force and effect whatsoever. Any fees or charges of the Master Landlord in connection with this Assignment and the Master Landlord Consent shall be payable by Assignor.

6. **Access Date and Access Space.** On the date that is three (3) days after the delivery and acceptance of the Master Landlord Consent (the “Access Date”), Assignee shall be granted access to and shall have a license to enter upon and occupy a portion of the Premises (“Access Space”) as shown on Exhibit C attached hereto. The period between the Access Date and the Assignment Effective Date shall be referred to herein as the “Access Period”. During the Access Period, Assignee shall be the sole occupant of the Access Space and Assignor shall be
the sole occupant of the remaining space (the “Assignor’s Remaining Space”) as shown on Exhibit C, and during the Access Period, Assignee shall have access to and from the Access Space from and to the main entry doors of the Premises by virtue of the common exit corridor shown on Exhibit C and shall have the use of the restrooms and other common areas in the Premises.

(a) **Required Delivery Condition.** Prior to the Access Date, Assignor shall vacate the Access Space and remove all furniture, fixtures, equipment and other personal property therefrom (including, without limitation, the Furniture provided by the Master Landlord pursuant to Section 45 of the Lease), and Assignor shall deliver vacant possession of the Access Space to Assignee on the Access Date broom-clean and in good condition and repair.

(b) **Construction of Tenant Improvements and Occupancy.** Following the commencement of the Access Period, Assignee shall, at Assignee’s sole cost and expense, construct a demising wall between the Access Space and Assignor’s Remaining Space as shown on Exhibit C attached hereto (the “Demising Wall”). Assignor shall construct the Demising Wall in a manner that is minimally disruptive to Assignor’s continued use and occupancy of Assignor’s Remaining Space. Following completion of the Demising Wall, Assignor may proceed, at Assignee’s sole cost and expense, with construction of tenant improvements in the Access Space and the installation of Assignee’s personal property and equipment, furniture, fixtures and voice and data cabling therein (the foregoing, including construction of the Demising Wall, being referred to herein as the “Access Space Work”). Following substantial completion of the Access Space Work, Assignee shall have the right to locate Assignee’s employees in the Access Space and commence the conduct of its business operations therein.

(c) **Compliance with Lease.** During the Access Period, (i) Assignee’s use and occupancy of the Access Space, including the conduct of Assignee’s Access Space Work, shall be subject to and in compliance with the terms and conditions of the Lease, to the extent applicable to the Access Space, and (ii) Assignee shall undertake and perform the obligations of Assignor under the Lease and shall fully comply with all of the terms and conditions of the Lease as if Assignee was the Tenant thereunder with respect to, and to the extent applicable to, the Access Space, except that Assignor shall continue to be responsible for the payment of all Monthly Installments of Rent and Tenant’s Proportionate Share of Expenses and Taxes owing under the Lease during the period to and including February 28, 2013, as provided for in Section 7 below.

(d) **Access Period Indemnity.** Assignee agrees to defend, indemnify and hold harmless Assignor from and against any and all Claims arising under the Lease as a consequence of Assignee’s use and occupancy of the Access Space during the Access Period, including, but not limited to, the construction of the Demising Wall.

7. **Payment of Rent; Termination of Assignment.** Assignor shall pay to the Master Landlord the Monthly Installments of Rent and Tenant’s Proportionate Share of Expenses and Taxes owing under the Lease through February 28, 2013 (provided, however, that if the Assignment Effective Date occurs prior to February 28, 2013, then, notwithstanding anything set forth herein to the contrary, (A) Assignee shall be responsible for the payment of the Monthly Installments of Rent and Tenant’s Proportionate Share of Expenses and Taxes arising from and
after the Assignment Effective Date, and (B) the Monthly Installment of Rent and Tenant’s Proportionate Share of Expenses and Taxes paid by Assignor for
the month in which the Assignment Effective Date occurs shall be appropriately prorated and Assignee shall reimburse Assignor for such prorated amount
owing by Assignee). Commencing as of March 1, 2013, Assignee shall pay to the Master Landlord the Monthly Installments of Rent and Tenant’s
Proportionate Share of Expenses and Taxes owing under the Lease, notwithstanding the fact the Assignment Effective Date may not have occurred as of such
date. Notwithstanding the foregoing, if Assignor has not vacated the entirety of the Premises and delivered possession thereof to Assignee in the Required
Delivery Condition on or before March 31, 2013, then Assignor shall, within ten (10) days after receipt of Assignee’s statement therefor, reimburse Assignee
for 100% of the total of the Monthly Installments of Rent and Tenant’s Proportionate Share of Expenses and Taxes paid or payable by Assignee to the Master
Landlord pursuant to the previous sentence for the period from March 1, 2013 to the date that Assignor has vacated the entirety of the Premises and delivered
possession thereof to Assignee in the Required Delivery Condition (such date being referred to herein as “Assignor’s Premises Vacation Date”). Further, and
notwithstanding anything set forth herein to the contrary, if the Assignor’s Premises Vacation Date does not occur on or before May 31, 2013, then Assignee
may at any time thereafter give Assignor thirty (30) days’ notice of Assignee’s election to terminate this Assignment, and, if the Assignor’s Premises Vacation
Date has not occurred prior to the expiration of such thirty (30) day period this Assignment shall terminate and shall be of no further force and effect (the date
of such termination being referred to herein as the “Termination Date”). In the event of any such termination of this Assignment, (i) Assignee shall vacate the
Access Space and remove its furniture, fixtures and equipment therefrom within five (5) days after the Termination Date, (ii) Assignee shall leave in place the
Demising Wall and any tenant improvements constructed in the Access Space prior to the Termination Date, and (iii) Assignor shall, within ten (10) days after
receipt of Assignee’s statement therefor, reimburse Assignee for the costs and expenses incurred by Assignee in connection with this Assignment, including,
without limitation, the design and construction of the Demising Wall and any other Access Space Work undertaken by Assignee, and the costs of the
installation and removal of any of Assignee’s furniture, fixtures and equipment in and from the Access Space. In the event that this Assignment is not
terminated, Assignor and Assignee shall reconcile the monthly payments of Tenant’s Proportionate Share of Expenses and Taxes that each party has made
during calendar year 2013 with the actual monthly amounts of Tenant’s Proportionate Share of Expenses and Taxes owing for such calendar year based upon
the Master Landlord’s statement thereof delivered pursuant to Section 4 of the Lease, and each party shall make its appropriate payment of any shortfall
amount or receive its appropriate share of any excess amount of Tenant’s Proportionate Share of Expenses and Taxes for such calendar year.

8. Assignment Effective Date; Assignor’s Remaining Space. In the event that Assignor has not vacated the Assignor’s Remaining Space and delivered the
same to Assignee in the condition required by Section 8(c) below (the “Required Delivery Condition”) prior to March 31, 2013, Assignor shall have a license to
continue to occupy the Assignor’s Remaining Space until such time as Assignor vacates the Assignor’s Remaining Space and delivers possession thereof to
Assignee in the Required Delivery Condition; and Assignor shall use commercially reasonable efforts to so vacate the Assignor’s Remaining Space and deliver
possession thereof to Assignee in the Required Delivery Condition as promptly as possible after March 31, 2013, if Assignor has not so vacated and delivered
possession thereof to Assignee prior to said date. The
period between March 31, 2013 and the date that Assignor so vacates the Assignor’s Remaining Space and delivers possession thereof to Assignee shall be referred to herein as the “Post Assignment Occupancy Period”. During the Post Assignment Occupancy Period, Assignor shall be the sole occupant of the Assignor’s Remaining Space, and during such period, Assignor shall have access to and from the Assignor’s Remaining Space from and to the main entry doors of the Premises by virtue of the common exit corridor shown on Exhibit C and shall have the use of the restrooms and other common areas in the Premises.

(a) **Compliance with Lease.** During the Post Assignment Occupancy Period, (i) Assignor’s use and occupancy of the Assignor’s Remaining Space shall be subject to and in compliance with the terms and conditions of the Lease, to the extent applicable to the Assignor’s Remaining Space, and (ii) Assignor shall continue to undertake and perform the obligations of Tenant under the Lease and shall fully comply with all of the terms and conditions of the Lease as if Assignor continued to be the Tenant thereunder with respect to, and to the extent applicable to, the Assignor’s Remaining Space, except that the obligation for the payment of all Monthly Installments of Rent and Tenant’s Proportionate Share of Expenses and Taxes owing under the Lease during the period after February 28, 2013 shall be as provided for in Section 7 above.

(b) **Post Assignment Occupancy Period Indemnity.** Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all Claims arising under the Lease as a consequence of Assignor’s continued use and occupancy of the Assignor’s Remaining Space during the Post Assignment Occupancy Period.

(c) **Required Delivery Condition.** At such time as Assignor shall vacate the Assignor’s Remaining Space, and as a condition thereof, whether as of or following the Assignment Effective Date, Assignor shall remove all furniture, fixtures, equipment and other personal property therefrom (including, without limitation, the Furniture provided by the Master Landlord pursuant to Section 45 of the Lease), and shall deliver vacant possession of the Assignor’s Remaining Space to Assignee broom-clean and in good condition and repair.

9. **Representations and Warranties of Assignor.** Assignor hereby makes the following representations and warranties to Assignee as of the date hereof:

(a) A true, correct and complete copy of the Lease is attached hereto as Exhibit A. There are no modifications, supplements, arrangements, or understandings, oral or written of any sort, modifying, amending, altering, supplementing or changing the terms of the Lease except as attached hereto.

(b) Assignor is the current holder of a tenant’s interest in the Lease and Assignor has not transferred, conveyed, assigned, mortgaged or otherwise encumbered any of its right, title or interest in, to or under the Lease.

(e) The Lease is in full force and effect, and there is no existing default under the Lease by either the Master Landlord or Assignee, and no event has occurred and no condition exists which, with notice or the passage of time, or both, would constitute a default under the Lease by either Master Landlord or Assignee.
Assignor has been duly organized and is validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business in and is in good standing under the laws of the State of California. Assignor has the full right and authority to enter into this Assignment and to consummate the transaction contemplated by this Assignment.

This Assignment and all instruments, documents and agreements to be executed by Assignor in connection herewith are, or when delivered shall be, duly authorized, executed and delivered by Assignor and are, or when delivered shall be, valid, binding and enforceable obligations of Assignor.

Other than the Master Landlord Consent, no consent or approval or other authorization of any person or entity and no waiver of any right by any person or entity is required to authorize or permit, or is otherwise required as a condition of the execution and delivery and performance of this Assignment by Assignor.

The mechanical and other building systems serving the Premises are in good working condition and repair and the building structure and components, such as roofs, structure, glass are in good condition and repair.

Assignor has no knowledge of the existence of any Hazardous Materials in or about the Premises and Assignor has at all times complied with the terms of the Lease regarding Assignor’s handling, use, storage and disposal of Hazardous Materials in or about the Premises and the Building.

Assignee hereby makes the following representations and warranties to Assignor as of the date hereof:

Assignee has been duly organized and is validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business in and is in good standing under the laws of the State of California. Assignee has the full right and authority to enter into this Assignment and to consummate the transaction contemplated by this Assignment.

This Assignment and all instruments, documents and agreements to be executed by Assignee in connection herewith are, or when delivered shall be, duly authorized, executed and delivered by Assignee and are, or when delivered shall be, valid, binding and enforceable obligations of Assignee.

Other than the Master Landlord Consent, no consent or approval or other authorization of any person or entity and no waiver of any right by any person or entity is required to authorize or permit, or is otherwise required as a condition of the execution and delivery and performance of this Assignment by Assignee.

In the event of any dispute hereunder, or of any action to interpret or enforce this Assignment, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, attorney (in-house and outside counsel), paralegal and
12. **Security Deposit.** Assignor has a security deposit in place with Master Landlord for the Building in the amount of $70,000.00 (“Security Deposit”), Upon the Assignment Effective Date and as a part of the assignment of Assignor’s right, title and interest in the Lease to Assignee, the Security Deposit shall transfer to Assignee and, within ten (10) days after the occurrence of the Assignment Effective Date, Assignee shall make a payment to Assignor of $70,000.00 for the transfer of the Security Deposit; provided, however, that (i) until such time that Assignee shall pay such amount to Assignor, the Security Deposit shall belong solely to Assignor and Assignee shall no claim to the Security Deposit, and (ii) upon receipt of such payment, Assignor shall be deemed to have relinquished all claims to the Security Deposit to Assignee.

13. **Brokers.** Assignee represents that it has dealt directly with and only with Colliers International (Jim Abarta) (“Assignee’s Broker”), as a broker in connection with this Assignment. Assignor represents that it has dealt directly with and only with CRESA Partners (Fletcher Baker and Scott Kinder) (“Assignor’s Broker”), as a broker in connection with this Assignment. Assignee and Assignor shall indemnify and hold each other harmless from all claims of any brokers other than Assignee’s Broker and Assignor’s Broker claiming to have represented Assignee or Assignor in connection with this Assignment. Assignor and Assignee agree that Assignee’s Broker and Assignor’s Broker shall be paid commissions by Assignor in connection with this Assignment pursuant to a separate agreement among such parties.

14. **Survival of Terms.** The representations, warranties and indemnities set forth herein shall survive the execution and delivery of this Assignment and shall continue in full force and effect during the term of the Lease.

15. **Binding Agreement.** This Assignment constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such assignment. Each signatory of this Assignment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

16. **Modifications.** This Assignment cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any such change is sought.

17. **Applicable Law.** This Assignment shall be governed by and construed in accordance with the laws of the State California.

18. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Assignment may be executed and telecopied to the other party and that the executed telecopy shall be binding and enforceable as an original. This Assignment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf
of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts.

19. **Notices.** Any notice, communication, request, reply or advise (hereinafter severally and collectively, “Notice”) regarding this Assignment or provided for herein shall be in writing and shall be given by: (a) established express delivery service which maintains delivery records; (b) hand delivery; or, (c) certified or registered mail, postage prepaid, return receipt requested. Notice may also be given by facsimile, provided Notice is concurrently given by one of the above methods. Notice is effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. Notice shall be sent to the parties at the following addresses:

Assignor: Crown Castle NG Networks Inc.  
E. Blake Hawk, General Counsel  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564  
Fax: (724) 416-2200

Assignee: FireEye, Inc.  
1440 McCarthy Boulevard  
Milpitas, California 95035  
Attn: Senior Director of Real Estate  
Fax: (408) 321-9818

Any party shall have the right from time to time to change their respective address for Notice by providing the other with ten (10) days’ prior written notice in the manner set forth above.

20. **USA Patriot Act Disclosures.** To the extent applicable, Assignor and Assignee each covenant that they are currently in compliance with and shall remain in compliance with the regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

21. **Further Assurances.** Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to the Assignment effective Date, as may be reasonably requested by the other party to consummate the transaction contemplated by this Assignment.
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

ASSIGNEE:

Crown Castle NG Networks, Inc.,
a Delaware corporation

By: /s/ Robert D. Ward

Print Name: Robert D. Ward

Title: President – DAS & Small Cell Networks

ALL PURPOSE ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this 13th day of December, 2012, before me LOIS H. WARREN (notary public), personally appeared ROBERT D. WARD (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the foregoing Assignment for the purposes therein contained.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature /s/ Lois H. Warren (notary public)

(NOAR SEAL)
ASSIGNEE:

FireEye, Inc. a Delaware corporation

By: /s/ Alexa King
Print Name: Alexa King
Title: VP and General Counsel

ALL PURPOSE ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this 14th day of December, 2012, before me MacAllistre Henry, Notary Public (notary public), personally appeared ALEXA KING (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the foregoing Assignment for the purposes therein contained.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature /s/ MacAllistre Henry (notary public)

(NOTARY SEAL)
RE: Assignment and Assumption of Lease ("Assignment") dated as of , 2012, by and between CROWN CASTLE NG NETWORKS, INC., a Delaware corporation, as Assignor FIREYE INC., a Delaware corporation, as Assignee, with respect to the Lease dated March 11, 2010, for Premises located at 890 Tasman Drive, Milpitas, California.

Dear :  

In accordance with the terms and conditions of the above referenced Assignment, this letter confirms that the Assignment Effective Date (as defined in the Lease) occurred on , 2013.

Please acknowledge your agreement with the foregoing by signing one counterpart of this letter in the space provided below and returning a fully executed counterpart to my attention.

Sincerely,

Assignor Authorized Signatory

Agreed and Accepted:

Assignee: FIREYE, INC.

By: [EXHIBIT — DO NOT SIGN]  
Name:  
Title:  
Date:  

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FIREEYE, INC.

2004 STOCK OPTION PLAN

As Adopted on August 26, 2004

As Amended on November 11, 2005 and February 13, 2008
(effectively cancelled on February 13, 2008)

1. PURPOSE. The purpose of this Plan is to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company, its Parent and Subsidiaries, by offering them an opportunity to participate in the Company’s future performance through awards of Options. Capitalized terms not defined in the text are defined in Section 21. This Plan is intended to be a written compensatory benefit plan within the meaning of Rule 701 promulgated under the Securities Act.

2. SHARES SUBJECT TO THE PLAN

2.1 Number of Shares Available. Subject to Sections 2.2 and 16, the total number of Shares reserved and available for grant and issuance pursuant to this Plan will be 3,709,167 Shares or such lesser number of Shares as permitted under Section 260.140.45 of Title 10 of the California Code of Regulations. Subject to Sections 2.2, 5.10 and 16, Shares subject to Options previously granted will again be available for grant and issuance in connection with future Options under this Plan to the extent such Shares: (i) cease to be subject to issuance upon exercise of an Option, other than due to the exercise of such Option; or (ii) are issued upon exercise of an Option but are forfeited or repurchased by the Company at the original exercise price. At all times the Company will reserve and keep available a sufficient number of Shares as will be required to satisfy the requirements of all Options granted and outstanding under this Plan.

2.2 Adjustment of Shares. In the event that the number of outstanding shares of the Company’s Common Stock is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration, then (i) the number of Shares reserved for issuance under this Plan and (ii) the Exercise Prices of and number of Shares subject to outstanding Options will be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and compliance with applicable securities laws; provided, however, that fractions of a Share will not be issued but will either be paid in cash at the Fair Market Value of such fraction of a Share or will be rounded down to the nearest whole Share, as determined by the Committee per Section 157 of the Delaware General Corporation Law, as amended; and provided, further, that the Exercise Price of any Option may not be decreased to below the par value of the Shares.

3. ELIGIBILITY. ISOs (as defined in Section 5 hereof) may be granted only to employees (including officers and directors who are also employees) of the Company or of a Parent or Subsidiary of the Company. NQSO’s (as defined in Section 5 hereof) may be granted to employees, officers, directors and consultants of the Company or any Parent or Subsidiary of the Company; provided such consultants render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction. A person may be granted more than one Option under this Plan.

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4. **ADMINISTRATION.**

4.1 **Committee Authority.** This Plan will be administered by the Committee or the Board if no Committee is created by the Board. Subject to the general purposes, terms and conditions of this Plan, and to the direction of the Board, the Committee will have full power to implement and carry out this Plan. Without limitation, the Committee will have the authority to:

(a) construe and interpret this Plan, any Stock Option Agreement (as defined in Section 5 hereof) and any other agreement or document executed pursuant to this Plan;

(b) prescribe, amend and rescind rules and regulations relating to this Plan;

(c) approve persons to receive Options;

(d) determine the form and terms of Options;

(e) determine the number of Shares or other consideration subject to Options;

(f) determine whether Options will be granted singly, in combination with, in tandem with, in replacement of, or as alternatives to, other Options under this Plan or options under any other incentive or compensation plan of the Company or any Parent or Subsidiary of the Company;

(g) grant waivers of any conditions of this Plan or any Option;

(h) determine the terms of vesting and exercisability of Options;

(i) correct any defect, supply any omission, or reconcile any inconsistency in this Plan, any Option, any Stock Option Agreement or any Exercise Agreement (as defined in Section 5 hereof);

(j) determine whether an Option has been earned;

(k) make all other determinations necessary or advisable for the administration of this Plan; and

(l) extend the vesting period beyond a Participant’s Termination Date.

4.2 **Committee Discretion.** Unless in contravention of any express terms of this Plan or Option, any determination made by the Committee with respect to any Option will be made in its sole discretion either (i) at the time of grant of the Option, or (ii) subject to Section 5.9 hereof, at any later time. Any such determination will be final and binding on the Company and on all persons having an interest in any Option under this Plan. The Committee may delegate to one or more officers of the Company the authority to grant Options under this Plan, provided such officer or officers are members of the Board.
5. OPTIONS. The Committee may grant Options to eligible persons described in Section 3 hereof and will determine whether such Options will be Incentive Stock Options within the meaning of the Code (the “ISOs”) or Nonqualified Stock Options (the “NQSOs”), the number of Shares subject to the Option, the Exercise Price of the Option, the period during which the Option may be exercised, and all other terms and conditions of the Option, subject to the following:

5.1 Form of Option Grant. Each Option granted under this Plan will be evidenced by an Agreement which will expressly identify the Option as an ISO or an NQSO (the “Stock Option Agreement”), and will be in such form and contain such provisions (which need not be the same for each Participant) as the Committee may from time to time approve, and which will comply with and be subject to the terms and conditions of this Plan.

5.2 Date of Grant. The date of grant of an Option will be the date on which the Committee makes the determination to grant such Option, unless a later date is otherwise specified by the Committee. The Stock Option Agreement and a copy of this Plan will be delivered to the Participant within a reasonable time after the granting of the Option.

5.3 Exercise Period. Options may be exercisable immediately but subject to repurchase pursuant to Section 10 hereof or may be exercisable within the times or upon the events determined by the Committee as set forth in the Stock Option Agreement governing such Option; provided, however, that no Option will be exercisable after the expiration of ten (10) years from the date the Option is granted; and provided further that no ISO granted to a person who directly or by attribution owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any Parent or Subsidiary of the Company (the “Ten Percent Stockholder”) will be exercisable after the expiration of five (5) years from the date the ISO is granted. The Committee also may provide for Options to become exercisable at one time or from time to time, periodically or otherwise, in such number of Shares or percentage of Shares as the Committee determines. Subject to earlier termination of the Option as provided herein, each Participant who is not an officer, director or consultant of the Company or of a Parent or Subsidiary of the Company shall have the right to exercise an Option granted hereunder at the rate of no less than twenty percent (20%) per year over five (5) years from the date such Option is granted.

5.4 Exercise Price. The Exercise Price of an Option will be determined by the Committee when the Option is granted and may not be less than eighty-five percent (85%) of the Fair Market Value of the Shares on the date of grant; provided that (i) the Exercise Price of an ISO will not be less than one hundred percent (100%) of the Fair Market Value of the Shares on the date of grant and (ii) the Exercise Price of any Option granted to a Ten Percent Stockholder will not be less than one hundred ten percent (110%) of the Fair Market Value of the Shares on the date of grant. Payment for the Shares purchased must be made in accordance with Section 6 hereof.

5.5 Method of Exercise. Options may be exercised only by delivery to the Company of a written stock option exercise agreement (the “Exercise Agreement”) in a form approved by the Committee (which need not be the same for each Participant). The Exercise Agreement will state (i) the number of Shares being purchased, (ii) the restrictions imposed on
the Shares purchased under such Exercise Agreement, if any, and (iii) such representations and agreements regarding Participant’s investment intent and access to information and other matters, if any, as may be required or desirable by the Company to comply with applicable securities laws. Participant shall execute and deliver to the Company the Exercise Agreement together with payment in full of the Exercise Price, and any applicable taxes, for the number of Shares being purchased.

5.6 Termination. Subject to earlier termination pursuant to Sections 16 or 17 hereof and notwithstanding the exercise periods set forth in the Stock Option Agreement, exercise of an Option will always be subject to the following:

(a) If the Participant is Terminated for any reason other than death, Disability or for Cause, then the Participant may exercise such Participant’s Options only to the extent that such Options are exercisable upon the Termination Date or as otherwise determined by the Committee. Such Options must be exercised by the Participant, if at all, as to all or some of the Vested Shares calculated as of the Termination Date or such other date determined by the Committee, within three (3) months after the Termination Date (or within such shorter time period, not less than thirty (30) days, or within such longer time period, not exceeding five (5) years after the Termination Date as may be determined by the Committee, with any exercise beyond three (3) months after the Termination Date deemed to be an NQSO) but in any event, no later than the expiration date of the Options.

(b) If the Participant is Terminated because of Participant’s death or Disability (or the Participant dies within three (3) months after a Participant’s Termination other than for Cause), then Participant’s Options may be exercised, only to the extent that such Options are exercisable by Participant on the Termination Date or as otherwise determined by the Committee. Such Options must be exercised by Participant (or Participant’s legal representative or authorized assignee), if at all, as to all or some of the Vested Shares calculated as of the Termination Date or such other date determined by the Committee, within twelve (12) months after the Termination Date (or within such shorter time period, not less than six (6) months, or within such longer time period not exceeding five (5) years after the Termination Date as may be determined by the Committee, with any exercise beyond three (3) months after the Termination Date when the Termination is for any reason other than the Participant’s death or disability, within the meaning of Section 22(e)(3) of the Code, deemed to be an NQSO) but in any event no later than the expiration date of the Options.
If the Participant is terminated for Cause, then Participant’s Options shall expire on such Participant’s Termination Date, or at such later time and on such conditions as are determined by the Committee.

5.7 Limitations on Exercise. The Committee may specify a reasonable minimum number of Shares that may be purchased on any exercise of an Option, provided that such minimum number will not prevent Participant from exercising the Option for the full number of Shares for which it is then exercisable.

5.8 Limitations on ISOs. The aggregate Fair Market Value (determined as of the date of grant) of Shares with respect to which ISOs are exercisable for the first time by a Participant during any calendar year (under this Plan or under any other incentive stock option plan of the Company or any Parent or Subsidiary of the Company) will not exceed One Hundred Thousand Dollars ($100,000). If the Fair Market Value of Shares on the date of grant with respect to which ISOs are exercisable for the first time by a Participant during any calendar year exceeds One Hundred Thousand Dollars ($100,000), then the Options for the first One Hundred Thousand Dollars ($100,000) worth of Shares to become exercisable in such calendar year will be ISOs and the Options for the amount in excess of One Hundred Thousand Dollars ($100,000) that become exercisable in that calendar year will be NQSOs. In the event that the Code or the regulations promulgated thereunder are amended after the Effective Date (as defined in Section 17 hereof) to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISOs, then such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

5.9 Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant’s rights under any Option previously granted. Any outstanding ISO that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 424(h) of the Code. Subject to Section 5.10 hereof, the Committee may reduce the Exercise Price of outstanding Options without the consent of Participants by a written notice to them; provided, however, that the Exercise Price may not be reduced below the minimum Exercise Price that would be permitted under Section 5.4 hereof for Options granted on the date the action is taken to reduce the Exercise Price; provided, further, that the Exercise Price will not be reduced below the par value of the Shares, if any.

5.10 No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to ISOs will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Participant, to disqualify any Participant’s ISO under Section 422 of the Code. In no event shall the total number of Shares issued (counting each reissuance of a Share that was previously issued and then forfeited or repurchased by the Company as a separate issuance) under the Plan upon exercise of ISOs exceed 5,000,000 Shares (adjusted in proportion to any adjustments under Section 2.2. hereof) over the term of the Plan.
6. **PAYMENT FOR SHARE PURCHASES**

6.1 Payment. Payment for Shares purchased pursuant to this Plan may be made in cash (by check) or, where expressly approved for the Participant by the Committee and where permitted by law:

(a) by cancellation of indebtedness of the Company owed to the Participant;

(b) by surrender of shares that: (i) either (A) have been owned by Participant for more than six (6) months and have been paid for within the meaning of SEC Rule 144 (and, if such shares were purchased from the Company by use of a promissory note, such note has been fully paid with respect to such shares) or (B) were obtained by Participant in the public market and (ii) are clear of all liens, claims, encumbrances or security interests;

(c) by tender of a full recourse promissory note having such terms as may be approved by the Committee and bearing interest at a rate sufficient to avoid imputation of income under Sections 483 and 1274 of the Code; provided, however, that Participants who are not employees or directors of the Company will not be entitled to purchase Shares with a promissory note unless the note is adequately secured by collateral other than the Shares; provided, further, that the portion of the Exercise Price equal to the par value of the Shares must be paid in cash or other legal consideration permitted by Delaware General Corporation Law;

(d) by waiver of compensation due or accrued to the Participant from the Company for services rendered;

(e) provided that a public market for the Company’s stock exists:

(i) through a “same day sale” commitment from the Participant and a broker-dealer that is a member of the National Association of Securities Dealers (an “NASD Dealer”) whereby the Participant irrevocably elects to exercise the Option and to sell a portion of the Shares so purchased sufficient to pay the total Exercise Price, and whereby the NASD Dealer irrevocably commits upon receipt of such Shares to forward the total Exercise Price directly to the Company; or

(ii) through a “margin” commitment from the Participant and an NASD Dealer whereby the Participant irrevocably elects to exercise the Option and to pledge the Shares so purchased to the NASD Dealer in a margin account as security for a loan from the NASD Dealer in the amount of the total Exercise Price, and whereby the NASD Dealer irrevocably commits upon receipt of such Shares to forward the total Exercise Price directly to the Company; or
by any combination of the foregoing.

6.2 **Loan Guarantees.** The Committee may, in its sole discretion, elect to assist the Participant in paying for Shares purchased under this Plan by authorizing a guarantee by the Company of a third-party loan to the Participant.

7. **WITHHOLDING TAXES.**

7.1 **Withholding Generally.** Whenever Shares are to be issued in satisfaction of Options granted under this Plan, the Company may require the Participant to remit to the Company an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such Shares. Whenever, under this Plan, payments in satisfaction of Options are to be made in cash by the Company, such payment will be net of an amount sufficient to satisfy federal, state, and local withholding tax requirements.

7.2 **Stock Withholding.** When, under applicable tax laws, a Participant incurs tax liability in connection with the exercise or vesting of any Option that is subject to tax withholding and the Participant is obligated to pay the Company the amount required to be withheld, the Committee may in its sole discretion allow the Participant to satisfy the minimum withholding tax obligation by electing to have the Company withhold from the Shares to be issued that number of Shares having a Fair Market Value equal to the minimum amount required to be withheld, determined on the date that the amount of tax to be withheld is to be determined. All elections by a Participant to have Shares withheld for this purpose will be made in accordance with the requirements established by the Committee for such elections and be in writing in a form acceptable to the Committee.

8. **PRIVILEGES OF STOCK OWNERSHIP.**

8.1 **Voting and Dividends.** No Participant will have any of the rights of a stockholder with respect to any Shares until the Shares are issued to the Participant. After Shares are issued to the Participant, the Participant will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares; provided, that the Participant will have no right to retain such stock dividends or stock distributions with respect to Unvested Shares that are repurchased pursuant to Section 10 hereof. The Company will comply with Section 260.140.1 of Title 10 of the California Code of Regulations with respect to the voting rights of Common Stock.

8.2 **Financial Statements.** The Company will provide financial statements to each Participant annually during the period such Participant has Options outstanding, or as otherwise required under Section 260.140.46 of Title 10 of the California Code of Regulations. Notwithstanding the foregoing, the Company will not be required to provide such financial statements to Participants when issuance is limited to key employees whose services in connection with the Company assure them access to equivalent information.
9. **TRANSFERABILITY.** NQSOs shall be transferable (i) by will or by the laws of descent and distribution, or (ii) to the extent and in the manner authorized by the Administrator by gift to members of the Participant’s Immediate Family. ISOs may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant only by the Participant.

10. **RESTRICTIONS ON SHARES.**

   10.1 **Right of First Refusal.** At the discretion of the Committee, the Company may reserve to itself and/or its assignee(s) in the Stock Option Agreement a right of first refusal to purchase all Shares that a Participant (or a subsequent transferee) may propose to transfer to a third party, unless otherwise not permitted by Section 25102(o) of the California Corporations Code, provided, that such right of first refusal terminates upon the Company’s initial public offering of Common Stock pursuant to an effective registration statement filed under the Securities Act.

   10.2 **Right of Repurchase.** At the discretion of the Committee, the Company may reserve to itself and/or its assignee(s) in the Stock Option Agreement a right to repurchase Unvested Shares held by a Participant for cash and/or cancellation of purchase money indebtedness owed to the Company by a Participant following such Participant’s Termination at any time within the later of ninety (90) days after Participant’s Termination Date and the date Participant purchases Shares upon exercise of an Option at the Participant’s Exercise Price, provided, that to the extent the Participant is not an officer, director or consultant of the Company or of a Parent or Subsidiary of the Company, such right of repurchase lapses at the rate of no less than twenty percent (20%) per year over five (5) years from the date of grant of the Option.

11. **CERTIFICATES.** All certificates for Shares or other securities delivered under this Plan will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted.

12. **ESCROW; PLEDGE OF SHARES.** To enforce any restrictions on a Participant’s Shares set forth in Section 10 hereof, the Committee may require the Participant to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated. The Committee may cause a legend or legends referencing such restrictions to be placed on the certificates. Any Participant who is permitted to execute a promissory note as partial or full consideration for the purchase of Shares under this Plan will be required to pledge and deposit with the Company all or part of the Shares so purchased as collateral to secure the payment of Participant’s obligation to the Company under the promissory note; provided, however, that the Committee may require or accept other or additional forms of collateral to secure the payment of such obligation and, in any event, the Company will have full recourse against the Participant under the promissory note notwithstanding any pledge of the Participant’s Shares or other collateral. In connection with any pledge of the Shares, Participant will be required to execute and deliver a written pledge agreement in such form as the Committee will from time to time approve.
13. **EXCHANGE AND BUYOUT OF OPTIONS.** The Committee may, at any time or from time to time, authorize the Company, with the consent of the respective Participants, to issue new Options in exchange for the surrender and cancellation of any or all outstanding Options. The Committee may at any time buy from a Participant an Option previously granted with payment in cash, shares of Common Stock of the Company or other consideration, based on such terms and conditions as the Committee and the Participant may agree.

14. **SECURITIES LAW AND OTHER REGULATORY COMPLIANCE.** This Plan is intended to comply with Section 25102(o) of the California Corporations Code. Any provision of this Plan which is inconsistent with Section 25102(o) shall, without further act or amendment by the Company or the Board, be reformed to comply with the requirements of Section 25102(o). An Option will not be effective unless such Option is in compliance with all applicable federal and state securities laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Option and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver certificates for Shares under this Plan prior to (i) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable, and/or (ii) compliance with any exemption, completion of any registration or other qualification of such Shares under any state or federal law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the exemption, registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so.

15. **NO OBLIGATION TO EMPLOY.** Nothing in this Plan or any Option granted under this Plan will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent or Subsidiary of the Company or limit in any way the right of the Company or any Parent or Subsidiary of the Company to terminate Participant’s employment or other relationship at any time, with or without Cause.

16. **CORPORATE TRANSACTIONS.**

16.1 **Assumption or Replacement of Options by Successor or Acquiring Company.** In the event of (i) a dissolution or liquidation of the Company, (ii) a merger or consolidation in which the Company is not the surviving corporation (other than a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company in a different jurisdiction, or other transaction in which there is no substantial change in the stockholders of the Company or their relative stock holdings and the Options granted under this Plan are assumed, converted or replaced by the successor or acquiring corporation, which assumption, conversion or replacement will be binding on all Participants), (iii) a merger in which the Company is the surviving corporation but after which the stockholders of the Company immediately prior to such merger (other than any stockholder which merges with the Company in such merger, or which owns or controls another corporation which merges with the Company in such merger) cease to own their shares or other equity interests in the Company, or (iv) the sale of all or substantially all of the assets of the Company, any or all outstanding Options may be assumed, converted or replaced by the successor or acquiring corporation (if any), which assumption, conversion or
replacement will be binding on all Participants. In the alternative, the successor or acquiring corporation may substitute equivalent Options or provide substantially similar consideration to Participants as was provided to stockholders (after taking into account the existing provisions of the Options). The successor or acquiring corporation may also substitute by issuing, in place of outstanding Shares of the Company held by the Participant, substantially similar shares or other property subject to repurchase restrictions and other provisions no less favorable to the Participant than those which applied to such outstanding Shares immediately prior to such transaction described in this Section 16.1. In the event such successor or acquiring corporation (if any) does not assume, convert, replace or substitute Options, as provided above, pursuant to a transaction described in this Section 16.1, then notwithstanding any other provision in this Plan to the contrary, the vesting of such Options will accelerate and the Options will become exercisable in full prior to the consummation of such event at such times and on such conditions as the Committee determines, and if such Options are not exercised prior to the consummation of the corporate transaction, they shall terminate in accordance with the provisions of this Plan.

16.2 Other Treatment of Options. Subject to any greater rights granted to Participants under the foregoing provisions of this Section 16 hereof, in the event of the occurrence of any transaction described in Section 16.1 hereof, any outstanding Options will be treated as provided in the applicable agreement or plan of merger, consolidation, dissolution, liquidation or sale of assets.

16.3 Assumption of Options by the Company. The Company, from time to time, also may substitute or assume outstanding options granted by another company, whether in connection with an acquisition of such other company or otherwise, by either (i) granting an Option under this Plan in substitution of such other company’s option, or (ii) assuming such option as if it had been granted under this Plan if the terms of such assumed option could be applied to an Option granted under this Plan. Such substitution or assumption will be permissible if the holder of the substituted or assumed option would have been eligible to be granted an Option under this Plan if the other company had applied the rules of this Plan to such grant. In the event the Company assumes an option granted by another company, the terms and conditions of such option will remain unchanged (except that the exercise price and the number and nature of shares issuable upon exercise of any such option will be adjusted appropriately pursuant to Section 424(a) of the Code). In the event the Company elects to grant a new Option rather than assuming an existing option, such new Option may be granted with a similarly adjusted Exercise Price.

17. ADOPTION AND STOCKHOLDER APPROVAL. This Plan will become effective on the date that it is adopted by the Board (the “Effective Date”). This Plan will be approved by the stockholders of the Company (excluding Shares issued pursuant to this Plan), consistent with applicable laws, within twelve (12) months before or after the Effective Date. Upon the Effective Date, the Board may grant Options pursuant to this Plan; provided, however, that: (i) no Option may be exercised prior to initial stockholder approval of this Plan; (ii) no Option granted pursuant to an increase in the number of Shares approved by the Board shall be exercised prior to the time such increase has been approved by the stockholders of the Company; (iii) in the event that initial stockholder approval is not obtained within the time period provided herein, all Options granted hereunder shall be canceled, any Shares issued pursuant to any exercised Option shall be canceled and rescinded; and (iv) Options granted pursuant to an increase in the number of Shares approved by the Board which increase is not timely approved by stockholders shall be canceled.
18. **TERM OF PLAN/GOVERNING LAW.** Unless earlier terminated as provided herein, this Plan will terminate ten (10) years from the Effective Date or, if earlier, the date of stockholder approval. This Plan and all agreements hereunder shall be governed by and construed in accordance with the laws of the State of California.

19. **AMENDMENT OR TERMINATION OF PLAN.** Subject to Section 5.9 hereof, the Board may at any time terminate or amend this Plan in any respect, including without limitation amendment of any form of Stock Option Agreement or instrument to be executed pursuant to this Plan; provided, however, that the Board will not, without the approval of the stockholders of the Company, amend this Plan in any manner that requires such stockholder approval pursuant to Section 25102(o) of the California Corporations Code or the Code or the regulations promulgated thereunder as such provisions apply to ISO plans.

20. **NONEXCLUSIVITY OF THE PLAN.** Neither the adoption of this Plan by the Board, the submission of this Plan to the stockholders of the Company for approval, nor any provision of this Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of stock options and other equity awards otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

21. **DEFINITIONS.** As used in this Plan, the following terms will have the following meanings:

   “**Board**” means the Board of Directors of the Company.

   “**Cause**” means Termination because of (i) any willful, material violation by the Participant of any law or regulation applicable to the business of the Company or a Parent or Subsidiary of the Company, the Participant’s conviction for, or guilty plea to, a felony or a crime involving moral turpitude, or any willful perpetration by the Participant of a common law fraud, (ii) the Participant’s commission of an act of personal dishonesty which involves personal profit in connection with the Company or any other entity having a business relationship with the Company, (iii) any material breach by the Participant of any provision of any agreement or understanding between the Company or a Parent or Subsidiary of the Company and the Participant regarding the terms of the Participant’s service as an employee, officer, director or consultant to the Company or a Parent or Subsidiary of the Company, including without limitation, the willful and continued failure or refusal of the Participant to perform the material duties required of such Participant as an employee, officer, director or consultant of the Company or a Parent or Subsidiary of the Company, other than as a result of having a Disability, or a breach of any applicable invention assignment and confidentiality agreement or similar agreement between the Company or a Parent or Subsidiary of the Company and the Participant, (iv) Participant’s disregard of the policies of the Company or any Parent or Subsidiary of the Company so as to cause loss, damage or injury to the property, reputation or employees of the Company or a Parent or Subsidiary of the Company, or (v) any other misconduct by the Participant which is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company or a Parent or Subsidiary of the Company.

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

   “**Committee**” means the committee created and appointed by the Board to administer this Plan, or if no committee is created and appointed, the Board.
“Company” means **NetForts, Inc.** or any successor corporation.

“Disability” means a disability, whether temporary or permanent, partial or total, as determined by the Committee.

“Exercise Price” means the price at which a holder of an Option may purchase the Shares issuable upon exercise of the Option.

“Immediate Family” means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Participant’s household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than fifty percent of the voting interests.

“Fair Market Value” means, as of any date, the value of a share of the Company’s Common Stock determined as follows:

(a) if such Common Stock is then quoted on the Nasdaq National Market, its closing price on the Nasdaq National Market on the date of determination as reported in **The Wall Street Journal**;

(b) if such Common Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the Common Stock is listed or admitted to trading as reported in **The Wall Street Journal**;

(c) if such Common Stock is publicly traded but is not quoted on the Nasdaq National Market nor listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported by **The Wall Street Journal** (or, if not so reported, as otherwise reported by any newspaper or other source as the Board may determine); or

(d) if none of the foregoing is applicable, by the Committee in good faith.

“Option” means an award of an option to purchase Shares pursuant to Section 5.

“Parent” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of such corporations other than the Company owns stock representing 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.

“Participant” means a person who receives an Option under this Plan.

“Plan” means this NetForts, Inc. 2004 Stock Option Plan, as amended from time to time.
“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Shares” means shares of the Company’s Common Stock, Par Value, $0.0001 per share, reserved for issuance under this Plan, as adjusted pursuant to Sections 2 and 16 hereof, and any successor security.

“Subsidiary” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock representing 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.

“Termination” or “Terminated” means, for purposes of this Plan with respect to a Participant, that the Participant has for any reason ceased to provide services as an employee, officer, director or consultant to the Company or a Parent or Subsidiary of the Company. A Participant will not be deemed to have ceased to provide services in the case of (i) sick leave, (ii) military leave, or (iii) any other leave of absence approved by the Committee, provided that such leave is for a period of not more than ninety (90) days (a) unless reinstatement (or, in the case of an employee with an ISO, reemployment) upon the expiration of such leave is guaranteed by contract or statute, or (b) unless provided otherwise pursuant to formal policy adopted from time to time by the Company’s Board and issued and promulgated in writing. In the case of any Participant on (i) sick leave, (ii) military leave or (iii) an approved leave of absence, the Committee may make such provisions respecting suspension of vesting of the Option while on leave from the Company or a Parent or Subsidiary of the Company as it may deem appropriate, except that in no event may an Option be exercised after the expiration of the term set forth in the Stock Option Agreement. The Committee will have sole discretion to determine whether a Participant has ceased to provide services and the effective date on which the Participant ceased to provide services (the “Termination Date”).

“Unvested Shares” means “Unvested Shares” as defined in the Stock Option Agreement.

“Vested Shares” means “Vested Shares” as defined in the Stock Option Agreement.
PLAN HISTORY

August 26, 2004  Sole director approves Plan with an initial reserve of 1,112,500 shares.
August 26, 2004  Sole stockholder approves Plan with an initial reserve of 1,112,500 shares.
March 29, 2005  Board approves increase in share reserve from 1,112,500 shares to 6,087,910 shares.
March 29, 2005  Stockholders approve increase in share reserve from 1,112,500 shares to 6,087,910 shares
April 14, 2005  Board approves decrease in share reserve from 6,087,910 shares to 2,641,567 shares.
November 11, 2005  Board approves increase in the number of authorized shares form 2,641,567 to 3,709,167.
February 13, 2008  Board approves decrease of share reserve from 6,893,167 to 4,669,208 shares. Board approvals removal of provisions for recycling of shares such that shares which are forfeited or repurchased by the Company will be cancelled and will not be available for issuance under the Plan.

*highlighted text added by GDS for clarity.
You have been granted an option to purchase Common Stock “Common Stock” of FIREEYE, Inc. (the “Company”) as follows:

<table>
<thead>
<tr>
<th>Board Approval Date:</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Grant (Later of Board Approval Date or Commencement of Employment/Consulting):</td>
<td>DATE</td>
</tr>
<tr>
<td>Vesting Commencement Date:</td>
<td>DATE</td>
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<tr>
<td>Exercise Price per Share:</td>
<td>$ PRICE</td>
</tr>
<tr>
<td>Total Number of Shares Granted:</td>
<td># SHARES (the “Shares”)</td>
</tr>
<tr>
<td>Total Exercise Price:</td>
<td>$ PRICE</td>
</tr>
<tr>
<td>Type of Option:</td>
<td>Incentive Stock Option Non-Qualified Stock Option</td>
</tr>
<tr>
<td>Term/Expiration Date:</td>
<td>DATE</td>
</tr>
<tr>
<td>Vesting Schedule:</td>
<td>This Option may be exercised immediately, in whole or in part, provided however, that the Company, or its assignee, shall have the option to repurchase the Unvested Shares (as defined below) on the terms and conditions set forth below and in Section 5 of the Exercise Notice and Restricted Stock Purchase Agreement attached hereto as Exhibit A. “Unvested Shares” are Shares which are subject to the Company’s Repurchase Option. “Vested Shares” are Shares which are no longer subject to the Company’s Repurchase Option. Any shares purchased pursuant to this Option shall vest and no longer be subject</td>
</tr>
</tbody>
</table>
to the Company’s Repurchase Option set forth in Section 5 of the Exercise Notice and Restricted Stock Purchase Agreement attached hereto as Exhibit A in accordance with the following schedule: (a) On the one (1) year anniversary of the Vesting Commencement Date 1/4 of the Shares shall vest and no longer be subject to repurchase; and thereafter (b) 1/48 of the Shares shall vest and no longer be subject to repurchase on each monthly anniversary of the Vesting Commencement Date so that all the Shares become exercisable within four (4) years of the Vesting Commencement Date. No Shares shall become exercisable after the termination of Optionee’s employment or consulting relationship with the Company. Optionee shall in no event be entitled under this Option to purchase a number of shares of the Company’s Common Stock greater than the “Total Number of Shares Granted” indicated above. If the application of this vesting schedule results in a fractional share, such share shall be rounded down to the nearest whole share for each month except for the last month of the Vesting Schedule when the balance of all Shares shall become exercisable.

Termination Period: This Option may be exercised for 90 days after termination of employment or consulting relationship except as set out in Sections 5, 6 and 7 of the Stock Option Agreement (but in no event later than the Expiration Date).

By your signature and the signature of the Company’s representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the 2004 Stock Option Plan and the Stock Option Agreement, both of which are attached and made a part of this document.

**FIREYE, INC.**

By: ________________________________

Signature

Address (if different from previous page):

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1. **Grant of Option.** FIREYE, Inc. a Delaware corporation (the “Company”), hereby grants to NAME (“Optionee”), an option (the “Option”) to purchase a total number of shares of Common Stock (the “Shares”) set forth in the Notice of Stock Option Grant, at the exercise price per share set forth in the Notice of Stock Option Grant (the “Exercise Price”) subject to the terms, definitions and provisions of the FIREYE, Inc. 2004 Stock Option Plan (the “Plan”) adopted by the Company, which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Option.

   If designated an Incentive Stock Option, this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Internal Revenue Code (the “Code”).

2. **Exercise of Option.** This Option shall be exercisable during its Term in accordance with the Vesting Schedule set out in the Notice of Stock Option Grant and with the provisions of Section 9 of the Plan as follows:

   (a) **Right to Exercise.**

      (i) This Option may not be exercised for a fraction of a share.

      (ii) In the event of Optionee’s death, disability or other termination of employment, the exercisability of the Option is governed by Sections 5, 6 and 7 below, subject to the limitation contained in Section 2(a)(i).

      (iii) In no event may this Option be exercised after the Expiration Date of this Option as set forth in the Notice of Stock Option Grant.

   (b) **Method of Exercise.** This Option shall be exercisable by execution and delivery of the Exercise Notice and Restricted Stock Purchase Agreement attached hereto as Exhibit A (the “Exercise Agreement”) or of any other form of written notice approved for such purpose by the Company which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised, and such other representations and agreements as to the holder’s investment intent with respect to such shares of Common Stock as may be required by the Company pursuant to the provisions of the Plan. Such written notice shall be signed by Optionee and shall be delivered in person or by certified mail to the Secretary of the Company. The written notice shall be accompanied by payment of the Exercise Price. This Option shall be deemed to be exercised upon receipt by the Company of such written notice accompanied by the Exercise Price.
No Shares will be issued pursuant to the exercise of an Option unless such issuance and such exercise shall comply with all relevant provisions of applicable law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to Optionee on the date on which the Option is exercised with respect to such Shares.

3. **Method of Payment.** Payment of the Exercise Price shall be by any of the following, or a combination thereof, at the election of Optionee:

   (a) cash or check;

   (b) by cancellation of indebtedness of the Company to the Optionee;

   (c) by waiver of compensation due to Optionee for services rendered;

   (d) surrender of other shares of Common Stock of the Company which (i) in the case of Shares acquired pursuant to the exercise of a Company option, have been owned by Optionee for more than six months on the date of surrender, and (ii) have a Fair Market Value on the date of surrender equal to the Exercise Price of the Shares as to which the Option is being exercised; or

   (e) if there is a public market for the Shares and they are registered under the Exchange Act, delivery of a properly executed exercise notice together with irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds required to pay the Exercise Price.

4. **Restrictions on Exercise.** This Option may not be exercised until such time as the Plan has been approved by the shareholders of the Company, or if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation, including any rule under Part 207 of Title 12 of the Code of Federal Regulations as promulgated by the Federal Reserve Board. As a condition to the exercise of this Option, the Company may require Optionee to make any representation and warranty to the Company as may be required by any applicable law or regulation.

5. **Termination of Relationship.** In the event of Termination of Optionee, Optionee may, to the extent otherwise so entitled at the date of such termination (the “Termination Date”), exercise this Option during the Termination Period set forth in the Notice of Stock Option Grant. To the extent that Optionee was not entitled to exercise this Option at such Termination Date, or if Optionee does not exercise this Option within the Termination Period, the Option shall terminate.

6. **Disability of Optionee.**

   (a) Notwithstanding the provisions of Section 5 above, in the event of Termination of Optionee as a result of Optionee’s total and permanent disability (as defined in Section 22(e)(3) of the Code), Optionee may, but only within twelve months from the
Termination Date (but in no event later than the Expiration Date set forth in the Notice of Stock Option Grant), exercise this Option to the extent Optionee was entitled to exercise it as of such Termination Date. To the extent that Optionee was not entitled to exercise the Option as of the Termination Date, or if Optionee does not exercise such Option (to the extent so entitled) within the time specified in this Section 6(a), the Option shall terminate.

(b) Notwithstanding the provisions of Section 5 above, in the event of Termination of Optionee as a result of disability not constituting a total and permanent disability (as set forth in Section 22(e)(3) of the Code), Optionee may, but only within six months from the Termination Date (but in no event later than the Expiration Date set forth in the Notice of Stock Option Grant), exercise the Option to the extent Optionee was entitled to exercise it as of such Termination Date; provided, however, that if this is an Incentive Stock Option and Optionee fails to exercise this Incentive Stock Option within three months from the Termination Date, this Option will cease to qualify as an Incentive Stock Option (as defined in Section 422 of the Code) and Optionee will be treated for federal income tax purposes as having received ordinary income at the time of such exercise in an amount generally measured by the difference between the Exercise Price for the Shares and the Fair Market Value of the Shares on the date of exercise. To the extent that Optionee was not entitled to exercise the Option at the Termination Date, or if Optionee does not exercise such Option to the extent so entitled within the time specified in this Section 6(b), the Option shall terminate.

7. **Death of Optionee.** In the event of the death of Optionee (a) during the Term of this Option and while an employee or consultant of the Company and having been in continuous status as an employee or consultant since the date of grant of the Option, or (b) within 30 days after Optionee’s Termination Date, the Option may be exercised at any time within six months following the date of death (but in no event later than the Expiration Date set forth in the Notice of Stock Option Grant), by Optionee’s estate or by a person who acquired the right to exercise the Option by bequest or inheritance, but only to the extent of the right to exercise that had accrued at the Termination Date.

8. **Non-Transferability of Option.** This Option may not be transferred in any manner except as set forth in the Plan.

9. **Term of Option.** This Option may be exercised only within the Term set forth in the Notice of Stock Option Grant, subject to the limitations set forth in Section 5 of the Plan.

10. **Tax Consequences.** Set forth below is a brief summary as of the date of this Option of certain of the federal and California tax consequences of exercise of this Option and disposition of the Shares under the laws in effect as of the Date of Grant. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) **Exercise of Incentive Stock Option.** If this Option qualifies as an Incentive Stock Option, there will be no regular federal or California income tax liability upon the exercise of the Option, although the excess, if any, of the Fair Market Value of the Shares on the date of exercise over the Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject Optionee to the alternative minimum tax in the year of exercise.
(b) **Exercise of Non-qualified Stock Option.** If this Option does not qualify as an Incentive Stock Option, there may be a regular federal income tax liability and a California income tax liability upon the exercise of the Option. Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the Fair Market Value of the Shares on the date of exercise over the Exercise Price. If Optionee is an employee, the Company will be required to withhold from Optionee’s compensation or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income at the time of exercise.

(c) **Disposition of Shares.** In the case of a Non-qualified Stock Option, if Shares are held for at least one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal and California income tax purposes. In the case of an Incentive Stock Option, if Shares transferred pursuant to the Option are held for at least one year after exercise and are disposed of at least two years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal and California income tax purposes. In either case, the long-term capital gain will be taxed for federal income tax and alternative minimum tax purposes at a maximum rate of 28% if the Shares are held more than one year but less than 18 months after exercise and at 20% if the Shares are held more than 18 months after exercise. If Shares purchased under an Incentive Stock Option are disposed of within one year after exercise or within two years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the difference between the Exercise Price and the lesser of (i) the Fair Market Value of the Shares on the date of exercise, or (ii) the sale price of the Shares.

(d) **Notice of Disqualifying Disposition of Incentive Stock Option Shares.** If the Option granted to Optionee herein is an Incentive Stock Option, and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the Incentive Stock Option on or before the later of (i) the date two years after the Date of Grant, or (ii) the date one year after the date of exercise, Optionee shall immediately notify the Company in writing of such disposition. Optionee acknowledges and agrees that he or she may be subject to income tax withholding by the Company on the compensation income recognized by Optionee from the early disposition by payment in cash or out of the current earnings paid to Optionee.

11. **Withholding Tax Obligations.** Prior to the issuance of the Shares upon exercise of this Option, Optionee must pay or make adequate provision for any applicable federal or state withholding obligations of the Company. If Optionee is subject at the time of exercise of this Option to Section 16(b) of the Exchange Act (an “Insider”), Optionee may provide for payment of Optionee’s minimum statutory 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, all as set forth in Section 6(c) of the Plan. In such case, the Company shall issue the net number of Shares to Optionee by deducting the Shares retained from the Shares exercised.
12. **Market Standoff Agreement.** In connection with the initial public offering of the Company’s securities and upon request of the Company or the underwriters managing such underwritten offering of the Company’s securities, Optionee agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Company’s initial public offering.

[Signature Page Follows]
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

FIREYE, INC.

By: ________________________________

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF ANY SHARES ISSUED PURSUANT TO THIS OPTION IS EARNED ONLY BY CONTINUING EMPLOYMENT OR CONSULTANCY AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS AGREEMENT, NOR IN THE COMPANY’S STOCK OPTION PLAN WHICH IS INCORPORATED HEREIN BY REFERENCE, SHALL CONFER UPON OPTIONEE ANY RIGHT WITH RESPECT TO CONTINUATION OF EMPLOYMENT OR CONSULTANCY BY THE COMPANY, NOR SHALL IT INTERFERE IN ANY WAY WITH OPTIONEE’S RIGHT OR THE COMPANY’S RIGHT TO TERMINATE OPTIONEE’S EMPLOYMENT OR CONSULTANCY AT ANY TIME, WITH OR WITHOUT CAUSE.

Optionee acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Option.

Dated: ________________________________
EXHIBIT A
FIREEYE, INC.
2004 STOCK OPTION PLAN

EXERCISE NOTICE AND RESTRICTED STOCK PURCHASE AGREEMENT

This Agreement (“Agreement”) is made as of __________, by and between FIREEYE, Inc., a Delaware corporation (the “Company”), and NAME (“Purchaser”). To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Company’s 2004 Stock Option Plan.

1. **Exercise of Option.** Subject to the terms and conditions hereof, Purchaser hereby elects to exercise his or her option to purchase _______ shares of the Common Stock (the “Shares”) of the Company under and pursuant to the Company’s 2004 Stock Option Plan (the “Plan”) and the Stock Option Agreement dated __________ (the “Option Agreement”). The purchase price for the Shares shall be $____ per Share for a total purchase price of $________. The term “Shares” refers to the purchased Shares and all securities received in replacement of the Shares or as stock dividends or splits, all securities received in replacement of the Shares in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which Purchaser is entitled by reason of Purchaser’s ownership of the Shares.

2. **Time and Place of Exercise.** The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Company simultaneously with the execution and delivery of this Agreement in accordance with the provisions of Section 2(b) of the Option Agreement. On such date, the Company will deliver to Purchaser a certificate representing the Shares to be purchased by Purchaser (which shall be issued in Purchaser’s name) against payment of the exercise price therefor by Purchaser by (a) cash, (b) check made payable to the Company, (c) cancellation of indebtedness of the Company to Purchaser, (d) by tender of a full recourse promissory note having such terms as may be approved by the Committee and bearing interest at a rate sufficient to avoid imputation of income under Sections 483 and 1274 of the Code; (e) by waiver of compensation due to Optionee for services rendered; (f) delivery of shares of the Common Stock of the Company in accordance with Section 3 of the Option Agreement, or (g) a combination of the foregoing.

3. **Limitations on Transfer.** In addition to any other limitation on transfer created by applicable securities laws, Purchaser shall not assign, encumber or dispose of any interest in the Shares except in compliance with the provisions below and applicable securities laws.

   (a) **Right of First Refusal.** Before any Shares held by Purchaser or any transferee of Purchaser (either being sometimes referred to herein as the “Holder”) may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 3(a) (the “Right of First Refusal”).
(i) **Notice of Proposed Transfer.** The Holder of the Shares shall deliver to the Company a written notice (the “Notice”) stating: (i) the Holder’s bona fide intention to sell or otherwise transfer such Shares; (ii) the name of each proposed purchaser or other transferee (“Proposed Transferee”); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the terms and conditions of each proposed sale or transfer. The Holder shall offer the Shares at the same price (the “Offered Price”) and upon the same terms (or terms as similar as reasonably possible) to the Company or its assignee(s).

(ii) **Exercise of Right of First Refusal.** At any time within 30 days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (iii) below.

(iii) **Purchase Price.** The purchase price (“Purchase Price”) for the Shares purchased by the Company or its assignee(s) under this Section 3(a) shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Board of Directors of the Company in good faith.

(iv) **Payment.** Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within 30 days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(v) **Holder’s Right to Transfer.** If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 3(a), then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, provided that such sale or other transfer is consummated within 60 days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Section 3 shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, or if the Holder proposes to change the price or other terms to make them more favorable to the Proposed Transferee, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(vi) **Exception for Certain Family Transfers.** Anything to the contrary contained in this Section 3(a) notwithstanding, the transfer of any or all of the Shares during Purchaser’s lifetime by gift or on Purchaser’s death by will or intestacy to Purchaser’s Immediate Family or a trust for the benefit of Purchaser’s Immediate Family shall be exempt from the provisions of this Section 3(a). In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section, and there shall be no further transfer of such Shares except in accordance with the terms of this Section 3.
(b) **Involuntary Transfer.**

(i) **Company’s Right to Purchase upon Involuntary Transfer.** In the event, at any time after the date of this Agreement, of any transfer by operation of law or other involuntary transfer (including divorce or death, but excluding, in the event of death, a transfer to Immediate Family as set forth in Section 3(a)(vi) above) of all or a portion of the Shares by the record holder thereof, the Company shall have the right to purchase all of the Shares transferred at the greater of the purchase price paid by Purchaser pursuant to this Agreement or the Fair Market Value of the Shares on the date of transfer. Upon such a transfer, the person acquiring the Shares shall promptly notify the Secretary of the Company of such transfer. The right to purchase such Shares shall be provided to the Company for a period of 30 days following receipt by the Company of written notice by the person acquiring the Shares.

(ii) **Price for Involuntary Transfer.** With respect to any stock to be transferred pursuant to Section 3(b)(i), the price per Share shall be a price set by the Board of Directors of the Company that will reflect the current value of the stock in terms of present earnings and future prospects of the Company. The Company shall notify Purchaser or his or her executor of the price so determined within 30 days after receipt by it of written notice of the transfer or proposed transfer of Shares. However, if the Purchaser does not agree with the valuation as determined by the Board of Directors of the Company, the Purchaser shall be entitled to have the valuation determined by an independent appraiser to be mutually agreed upon by the Company and the Purchaser and whose fees shall be borne equally by the Company and the Purchaser.

(c) **Assignment.** The right of the Company to purchase any part of the Shares may be assigned in whole or in part to any shareholder or shareholders of the Company or other persons or organizations; provided, however, that an assignee, other than a corporation that is the Parent or a 100% owned Subsidiary of the Company, must pay the Company, upon assignment of such right, cash equal to the difference between the original purchase price and Fair Market Value, if the original purchase price is less than the Fair Market Value of the Shares subject to the assignment.

(d) **Restrictions Binding on Transferees.** All transferees of Shares or any interest therein will receive and hold such Shares or interest subject to the provisions of this Agreement. Any sale or transfer of the Shares shall be void unless the provisions of this Agreement are satisfied.

(e) **Termination of Rights.** The Right of First Refusal and the Company’s right to repurchase the Shares in the event of an involuntary transfer pursuant to Section 3(b) above shall terminate upon the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “Securities Act”).

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Market Standoff Agreement. In connection with the initial public offering of the Company’s securities and upon request of the Company or the underwriters managing such underwritten offering of the Company’s securities, Purchaser agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Company’s initial public offering.

4. Investment and Taxation Representations. In connection with the purchase of the Shares, Purchaser represents to the Company the following:

(a) Purchaser is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares. Purchaser is purchasing the Shares for investment for his or her own account only and not with a view to, or for resale in connection with, any “distribution” thereof within the meaning of the Securities Act.

(b) Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser’s investment intent as expressed herein.

(c) Purchaser understands that the Shares are “restricted securities” under applicable U.S. federal and state securities laws and that, pursuant to these laws, Purchaser must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Purchaser acknowledges that the Company has no obligation to register or qualify the Shares for resale. Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and requirements relating to the Company which are outside of the Purchaser’s control, and which the Company is under no obligation and may not be able to satisfy.

(d) Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser’s purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

(e) Purchaser understands that transfer of the Shares may be restricted by Section 260.141.11 of the Rules of the California Commissioner of Corporations, a copy of which is attached hereto as Attachment 1, and that the certificate(s) representing the Shares may bear a legend to that effect.
5. **Company's Repurchase Option.** The Company, or its assignee, shall have the option to repurchase all or a portion of the Unvested Shares (as such term is defined in the Notice of Stock Option Grant for the Option Agreement) on the terms and conditions set forth in this Section (the “Repurchase Option”) if Optionee should cease to be employed by the Company for any reason, or no reason, including without limitation Optionee’s death, disability, voluntary resignation or termination by the Company with or without cause.

   (a) **Right of Termination Unaffected.** Nothing in this Agreement shall be construed to limit or otherwise affect in any manner whatsoever the right or power of the Company to terminate Optionee’s employment at any time, for any reason or no reason, with or without cause. For purposes of this Agreement, Optionee shall be considered to be employed by the Company if Optionee is an officer, director or full-time employee of the Company or any Parent, Subsidiary or Affiliate of the Company or if the Board of Directors of the Company determines that Optionee is rendering substantial services as a part-time employee, consultant, contractor or advisor to the Company or any Parent, Subsidiary or Affiliate of the Company. The Board of Directors of the Company shall have discretion to determine whether Optionee has ceased to be employed by the Company or any Parent, Subsidiary or Affiliate of the Company and the date of such termination (the “Termination Date”).

   (b) **Exercise of Repurchase Option.** At any time within 90 days after the later of the Termination Date and the date Optionee purchased the Shares, the Company, or its assignee, may elect to repurchase all or, with the consent of the Optionee, a portion of the Unvested Shares by giving Optionee written notice of exercise of the Repurchase Option.

   (c) **Calculation of Repurchase Price.** The Company or its assignee shall have the option to repurchase from Optionee (or from Optionee’s personal representative as the case may be) all or a portion of the Unvested Shares at the Purchase Price per Share.

   (d) **Payment of Repurchase Price.** The repurchase price shall be payable, at the option of the Company or its assignee, by check or by cancellation of all or a portion of any outstanding indebtedness of Optionee to the Company or such assignee, or by any combination thereof. The repurchase price shall be paid without interest within 30 days after exercise of the Repurchase Option.

6. **Escrow.** As security for the faithful performance of this Agreement, Optionee agrees, immediately upon receipt of the certificate(s) evidencing the Shares, to deliver such certificate(s), together with a stock power in the form of Attachment 2 attached hereto, executed by Optionee and by Optionee’s spouse, if any (with the date and number of Shares left blank), to the Secretary of the Company or its designee (“Escrow Holder”), who is hereby appointed to hold such certificate(s) and stock power in escrow and to take all such actions and to effectuate all such transfers and/or releases of such Shares as are in accordance with the terms of this Agreement. Optionee and the Company agree that Escrow Holder shall not be liable to any party to this Agreement (or to any other party) for any actions or omissions unless Escrow Holder is grossly negligent relative thereto. The Escrow Holder may rely upon any letter, notice or other document executed by any signature purported to be genuine and may rely on advice of counsel.
and obey any order of any court with respect to the transactions contemplated herein. The Shares shall be released from escrow upon termination of both the Repurchase Option and the Right of First Refusal; provided, however, that such release shall not affect the rights of the Company with respect to any pledge of Shares to the Company.

7. **Restrictive Legends and Stop-Transfer Orders.**

   (a) **Legends.** The certificate or certificates representing the Shares shall bear the following legends (as well as any legends required by any other applicable state and federal corporate and securities laws):

   “THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.”

   “THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON PUBLIC RESALE AND TRANSFER AND RIGHT OF FIRST REFUSAL AND REPURCHASE OPTIONS HELD BY THE ISSUER AND/OR ITS ASSIGNEE(S) AND MAY NOT BE TRANSFERRED EXCEPT AS SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL AND REPURCHASE OPTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.”

   The California Commissioner of Corporations may require that the following legend also be placed upon the share certificate(s) evidencing ownership of the Shares:

   “IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER’S RULES.”
(b) **Stop-Transfer Notices.** Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) **Refusal to Transfer.** The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

(d) **Removal of Legend.** When all of the following events have occurred, the Shares then held by Purchaser will no longer be subject to the first legend referred to in Section 5(a): (i) the termination of the Right of First Refusal; and (ii) the expiration or termination of the market standoff provisions of Section 3(f) (and of any agreement entered pursuant to Section 3(f)). After such time, and upon Purchaser’s request, a new certificate or certificates representing the Shares not repurchased shall be issued without the first legend referred to in Section 5(a), and delivered to Purchaser.

8. **No Employment Rights.** Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Purchaser’s employment or consulting relationship, for any reason, with or without cause.

9. **Miscellaneous.**

(a) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

(b) **Entire Agreement; Enforcement of Rights.** The Plan and the Option are hereby incorporated by reference in this Agreement. This Agreement (including the Plan and the Option) sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

(c) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
(d) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(e) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by telegram or fax or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party’s address as set forth below or as subsequently modified by written notice.

(f) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(g) **Successors and Assigns.** The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by the Company’s successors and assigns. The rights and obligations of Purchaser under this Agreement may only be assigned with the prior written consent of the Company.


(i) **Tax Consequences.** PURCHASER UNDERSTANDS THAT PURCHASER MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASER’S PURCHASE OR DISPOSITION OF THE SHARES. PURCHASER REPRESENTS THAT PURCHASER HAS CONSULTED WITH ANY TAX CONSULTANT(S) PURCHASER DEEMS ADVISABLE IN CONNECTION WITH THE PURCHASE OR DISPOSITION OF THE SHARES AND THAT PURCHASER IS NOT RELYING ON THE COMPANY FOR ANY TAX ADVICE. IN PARTICULAR, IF THE SHARES ARE SUBJECT TO REPURCHASE BY THE COMPANY OR IF PURCHASER IS AN INSIDER SUBJECT TO SECTION 16(b) OF THE EXCHANGE ACT, PURCHASER REPRESENTS THAT PURCHASER HAS CONSULTED WITH PURCHASER’S TAX ADVISERS CONCERNING THE ADVISABILITY OF FILING AN 83(b) ELECTION WITH THE INTERNAL REVENUE SERVICE.

[Signature Page Follows]
The parties have executed this Exercise Notice and Restricted Stock Purchase Agreement as of the date first set forth above.

COMPANY:

FIREYE, INC.

By: ______________________________

Name: ______________________________

(print)

Title: ______________________________

PURCHASER:

NAME: ______________________________

(Signature)

Address: ______________________________

I, ______________________________, spouse of NAME have read and hereby approve the foregoing Agreement. In consideration of the Company’s granting my spouse the right to purchase the Shares as set forth in the Agreement, I hereby agree to be bound irrevocably by the Agreement and further agree that any community property or similar interest that I may have in the Shares shall hereby be similarly bound by the Agreement. I hereby appoint my spouse as my attorney-in-fact with respect to any amendment or exercise of any rights under the Agreement.

Spouse of NAME

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Rule 260.141.11

Restrictions on Transfer.

(a) The issuer of any security upon which a restriction on transfer has been imposed pursuant to Section 260.141.10 or 260.534 shall cause a copy of this section to be delivered to each issuee or transferee of such security at the time the certificate evidencing the security is delivered to the issuee or transferee.

(b) It is unlawful for the holder of any such security to consummate a sale or transfer of such security, or any interest therein, without the prior written consent of the Commissioner (until this condition is removed pursuant to Section 260.141.12 of these rules), except:

1. to the issuer;
2. pursuant to the order or process of any court;
3. to any person described in Subdivision (i) of Section 25102 of the Code or Section 260.105.14 of these rules;
4. to the transferor’s ancestors, descendants or spouse or any custodian or trustee for the account of the transferor or the transferor’s ancestors, descendants, or spouse; or to a transferee by a trustee or custodian for the account of the transferee or the transferee’s ancestors, descendants or spouse;
5. to holders of securities of the same class of the same issuer;
6. by way of gift or donation inter vivos or on death;
7. by or through a broker-dealer licensed under the Code (either acting as such or as a finder) to a resident of a foreign state, territory or country who is neither domiciled in this state to the knowledge of the broker-dealer, nor actually present in this state if the sale of such securities is not in violation of any securities law of the foreign state, territory or country concerned;
8. to a broker-dealer licensed under the Code in a principal transaction, or as an underwriter or member of an underwriting syndicate or selling group;
(9) if the interest sold or transferred is a pledge or other lien given by the purchaser to the seller upon a sale of the security for which the Commissioner’s written consent is obtained or under this rule not required;

(10) by way of a sale qualified under Sections 25111, 25112, 25113 or 25121 of the Code, of the securities to be transferred, provided that no order under Section 25140 or subdivision (a) of Section 25143 is in effect with respect to such qualification;

(11) by a corporation to a wholly owned subsidiary of such corporation, or by a wholly owned subsidiary of a corporation to such corporation;

(12) by way of an exchange qualified under Section 25111, 25112 or 25113 of the Code, provided that no order under Section 25140 or subdivision (a) of Section 25143 is in effect with respect to such qualification;

(13) between residents of foreign states, territories or countries who are neither domiciled nor actually present in this state;

(14) to the State Controller pursuant to the Unclaimed Property Law or to the administrator of the unclaimed property law of another state; or

(15) by the State Controller pursuant to the Unclaimed Property Law or by the administrator of the unclaimed property law of another state if, in either such case, such person (i) discloses to potential purchasers at the sale that transfer of the securities is restricted under this rule, (ii) delivers to each purchaser a copy of this rule, and (iii) advises the Commissioner of the name of each purchaser;

(16) by a trustee to a successor trustee when such transfer does not involve a change in the beneficial ownership of the securities;

(17) by way of an offer and sale of outstanding securities in an issuer transaction that is subject to the qualification requirement of Section 25110 of the Code but exempt from that qualification requirement by subdivision (f) of Section 25102; provided that any such transfer is on the condition that any certificate evidencing the security issued to such transferee shall contain the legend required by this section.

(c) The certificates representing all such securities subject to such a restriction on transfer, whether upon initial issuance or upon any transfer thereof, shall bear on their face a legend, prominently stamped or printed thereon in capital letters of not less than 10-point size, reading as follows:

“IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER’S RULES.”
ATTACHMENT 2

STOCK POWER AND ASSIGNMENT

SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED and pursuant to that certain Exercise Notice and Stock Option Exercise Agreement dated as of ______________ the undersigned hereby sells, assigns and transfers unto FIREYE, Inc., a Delaware corporation (the “Company”), ______ shares of the Company’s Common Stock standing in the undersigned’s name on the books of the Company represented by Certificate No. ______ delivered herewith, and does hereby irrevocably constitute the Secretary of the Company as attorney-in-fact, with full power of substitution, to transfer said stock on the books of the Company.

Dated: __________

________________________________________________________________________

(Signature)

________________________________________________________________________

(Please Print Name)

________________________________________________________________________

(Spouse’s Signature, if any)

________________________________________________________________________

(Please Print Name)

[NOTE: Please sign but do not fill out or date this form. This form may be completed by the Company if necessary in connection with your obligations pursuant to the Exercise Notice and Restricted Stock Purchase Agreement entered into when you exercise your stock option.]
ATTACHMENT 3

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

The undersigned Taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code, to include in gross income for the Taxpayer’s current taxable year the excess, if any, of the fair market value of the property described below at the time of transfer over the amount paid for such property, as compensation for services.

1. TAXPAYER’S NAME: 
   TAXPAYER’S ADDRESS: 
   SOCIAL SECURITY NUMBER:

2. The property with respect to which the election is made is described as follows: ______ shares of Common Stock of FIREYE, Inc., a Delaware corporation (the “Company”), which is Taxpayer’s employer or the corporation for whom the Taxpayer performs services.

3. The date on which the shares were transferred was ________ and this election is made for calendar year ______.

4. The shares are subject to the following restrictions: The Company may repurchase all or a portion of the shares at the Taxpayer’s original purchase price under certain conditions at the time of Taxpayer’s termination of employment or services.

5. The fair market value of the shares (without regard to restrictions other than restrictions which by their terms will never lapse) was $____ per share at the time of transfer.

6. The amount paid for such shares was $____ per share.

7. The Taxpayer has submitted a copy of this statement to the Company.


Dated: __________, _____

______________________________
Taxpayer’s Signature

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FIREEye, INC.

2008 STOCK PLAN

ADOPTED ON FEBRUARY 13, 2008

AND LAST AMENDED ON MAY 3, 2013
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APPENDIX A
SECTION 1. ESTABLISHMENT AND PURPOSE.

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

Capitalized terms are defined in Section 12.

SECTION 2. ADMINISTRATION.

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

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

SECTION 3. ELIGIBILITY.

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

(b) Ten-Percent Stockholders. A person who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company, its Parent or any of its Subsidiaries shall not be eligible for the grant of an ISO unless (i) the Exercise Price is at least 110% of the Fair Market Value of a Share on the date of grant and (ii) such ISO by its terms is not exercisable after the expiration of five years from the date of grant. For purposes of this Subsection (b), in determining stock ownership, the attribution rules of Section 424(d) of the Code shall be applied.
SECTION 4. STOCK SUBJECT TO PLAN.

(a) Basic Limitation. Not more than 42,041,659 Shares may be issued under the Plan (subject to Subsection (b) below and Section 8(a)). All of these Shares may be issued upon the exercise of ISOs. The number of Shares that are subject to Options, Awards or other rights outstanding at any time under the Plan shall not exceed the number of Shares that then remain available for issuance under the Plan. The Company, during the term of the Plan, shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan. Shares offered under the Plan may be authorized but unissued Shares or treasury Shares. To the extent an Award is paid out in cash rather than Shares, such cash payment will not reduce the number of Shares available for issuance under the Plan.

(b) Additional Shares. In the event that Shares previously issued under the Plan are reacquired by the Company, such Shares shall be added to the number of Shares then available for issuance under the Plan. In the event that an outstanding Award or other right for any reason expires or is canceled, the Shares allocable to the unexercised portion of such Option or other right or the unvested portion of such Award of Restricted Stock or Restricted Stock Units shall be added to the number of Shares then available for issuance under the Plan. If the Company elects to settle an Award in cash, then the number of Shares otherwise subject to such Award will become available for issuance under the Plan.

SECTION 5. TERMS AND CONDITIONS OF AWARDS OR SALES.

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

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

(c) Purchase Price. The Board of Directors shall determine the Purchase Price of Shares to be offered under the Plan at its sole discretion. The Purchase Price shall be payable in a form described in Section 7.

(d) Withholding Taxes. As a condition to the purchase of Shares, the Purchaser shall make such arrangements as the Board of Directors may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such purchase.
(e) **Restrictions on Transfer of Shares.** Any Shares awarded or sold under the Plan shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Board of Directors may determine. Such restrictions shall be set forth in the applicable Stock Purchase Agreement and shall apply in addition to any restrictions that may apply to holders of Shares generally.

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

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

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

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

(d) **Exercisability.** Each Stock Option Agreement shall specify the date when all or any installment of the Option is to become exercisable. No Option shall be exercisable unless the Optionee (i) has delivered an executed copy of the Stock Option Agreement to the Company or (ii) otherwise agrees to be bound by the terms of the Stock Option Agreement. The Board of Directors shall determine the exercisability provisions of the Stock Option Agreement at its sole discretion.

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

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

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

(iii) The date six months after the termination of the Optionee’s Service by reason of Disability, or such later date as the Board of Directors may determine.

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

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

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

(i) The expiration date determined pursuant to Subsection (e) above; or

(ii) The date 12 months after the Optionee’s death, or such later date as the Board of Directors may determine.

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

(i) Restrictions on Transfer of Shares. Any Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Board of Directors may determine. Such restrictions shall be set forth in the applicable Stock Option Agreement and shall apply in addition to any restrictions that may apply to holders of Shares generally.
(j) **Transferability of Options.** An Option shall be transferable by the Optionee only by (i) a beneficiary designation, (ii) a will or (iii) the laws of descent and distribution, except as provided in the next sentence. If the applicable Stock Option Agreement so provides, a Nonstatutory Option shall also be transferable by gift or domestic relations order to a Family Member of the Optionee. An ISO may be exercised during the lifetime of the Optionee only by the Optionee or by the Optionee’s guardian or legal representative.

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

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

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

SECTION 7. PAYMENT FOR SHARES.

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

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

(c) **Promissory Note.** At the discretion of the Board of Directors, all or a portion of the Purchase Price or Exercise Price (as the case may be) of Shares issued under the Plan may be paid with a full-recourse promissory note. The Shares shall be pledged as security for payment of the principal amount of the promissory note and interest thereon. The interest rate payable under the terms of the promissory note shall not be less than the minimum rate (if any) required to avoid the imputation of additional interest under the Code. Subject to the foregoing, the Board of Directors (at its sole discretion) shall specify the term, interest rate, amortization requirements (if any) and other provisions of such note.
(d) **Surrender of Stock.** At the discretion of the Board of Directors, all or any part of the Exercise Price may be paid by surrendering, or attesting to the ownership of, Shares that are already owned by the Optionee. Such Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value as of the date when the Option is exercised.

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

(f) **Other Forms of Payment.** To the extent that a Stock Purchase Agreement or Stock Option Agreement so provides, the Purchase Price or Exercise Price of Shares issued under the Plan may be paid in any other form permitted by the Delaware General Corporation Law, as amended.

SECTION 8. ADJUSTMENT OF SHARES.

(a) **General.** In the event of a subdivision of the outstanding Stock, a declaration of a dividend payable in Shares, a combination or consolidation of the outstanding Stock into a lesser number of Shares, a reclassification, or any other increase or decrease in the number of issued shares of Stock effected without receipt of consideration by the Company, proportionate adjustments shall automatically be made in each of (i) the number of Shares available for future grants under Section 4, (ii) the number of Shares covered by each outstanding Award and (iii) the Exercise Price under each outstanding Award. In the event of a declaration of an extraordinary dividend payable in a form other than Shares in an amount that has a material effect on the Fair Market Value of the Stock, a recapitalization, a spin-off, or a similar occurrence, the Board of Directors at its sole discretion may make appropriate adjustments in one or more of (i) the number of Shares available for future grants under Section 4, (ii) the number of Shares covered by each outstanding Award or (iii) the Exercise Price under each outstanding Award; provided, however, that the Board of Directors shall in any event make such adjustments as may be required by Section 25102(o) of the California Corporations Code.

(b) **Assumption or Replacement of Awards by Successor or Acquiring Company.** In the event of (i) a dissolution or liquidation of the Company, (ii) a merger or consolidation in which the Company is not the surviving corporation (other than a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company in a different jurisdiction, or other transaction in which there is no substantial change in the stockholders of the Company or their relative stock holdings and the Awards granted under this Plan are assumed, converted or replaced by the successor or acquiring corporation, which assumption, conversion or replacement will be binding on all Purchasers, Holders and Optionees), (iii) a merger in which the Company is the surviving corporation but after which the stockholders of the Company
immediately prior to such merger (other than any stockholder which merges with the Company in such merger, or which owns or controls another corporation which merges with the Company in such merger) cease to own their shares or other equity interests in the Company, or (iv) the sale of all or substantially all of the assets of the Company, any or all outstanding Awards may be assumed, converted or replaced by the successor or acquiring corporation (if any), which assumption, conversion or replacement will be binding on all Purchasers, Holders and/or Optionees. In the alternative, the successor or acquiring corporation may substitute equivalent Awards or provide substantially similar consideration to Purchasers, Holders and/or Optionees as was provided to stockholders (after taking into account the existing provisions of the Awards). The successor or acquiring corporation may also substitute by issuing, in place of outstanding Shares held by the Purchaser, Holder and/or Optionee, substantially similar shares or other property subject to repurchase restrictions and other provisions no less favorable to the Purchaser, Holder and/or Optionee than those which applied to such outstanding Shares immediately prior to such transaction described in this Section 8(b). In the event such successor or acquiring corporation (if any) does not assume, convert, replace or substitute Awards, as provided above, pursuant to a transaction described in this Section 8(b), then notwithstanding any other provision in this Plan to the contrary, the vesting of such (i) Options will accelerate and the Options will become exercisable in full prior to the consummation of such event at such times and on such conditions as the Board of Directors determines, and if such Options are not exercised prior to the consummation of such transaction, they shall terminate upon consummation of such transaction; and (ii) Restricted Stock and Restricted Stock Units will accelerate in full and, in the case of Restricted Stock Units, be settled upon the consummation of such event, provided that the Holder continuously provides Service through such event.

(c) Other Treatment of Options, Restricted Stock and Restricted Stock Units. Subject to any greater rights granted to Purchasers, Holders and/or Optionees under Section 8(b), in the event of the occurrence of any transaction described in Section 8(b), any outstanding Awards will be treated as provided in the applicable agreement or plan of merger, consolidation, dissolution, liquidation or sale of assets.

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

SECTION 9. SECURITIES LAW REQUIREMENTS.

Shares shall not be issued under the Plan unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company’s securities may then be traded.
SECTION 10. NO RETENTION RIGHTS.

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

SECTION 11. DURATION AND AMENDMENTS.

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

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

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

SECTION 12. DEFINITIONS.

(a) **“Award”** shall mean an award of Options, Restricted Stock and/or Restricted Stock Units granted under the Plan.
“Board of Directors” shall mean the Board of Directors of the Company, as constituted from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

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

“Company” shall mean FireEye, Inc., a Delaware corporation.

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

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

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

“Exchange Program” shall mean a program under which (i) outstanding Awards under the Plan are surrendered or cancelled in exchange for awards of the same type (which may have higher or lower exercise prices and different terms), awards of a different type, and/or cash, (ii) Purchasers, Holders and/or Optionees would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Board of Directors, and/or (iii) the exercise price of an outstanding Award is reduced or increased. The Board of Directors will determine the terms and conditions of any Exchange Program in its sole discretion.

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

“Fair Market Value” shall mean the fair market value of a Share, as determined by the Board of Directors in accordance with applicable law. Such determination shall be conclusive and binding on all persons.

“Family Member” shall mean (i) any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, (ii) any person sharing the Optionee’s household (other than a tenant or employee), (iii) a trust in which persons described in Clause (i) or (ii) have more than 50% of the beneficial interest, (iv) a foundation in which persons described in Clause (i) or (ii) or the Optionee control the management of assets and (v) any other entity in which persons described in Clause (i) or (ii) or the Optionee own more than 50% of the voting interests.

“Holder” shall mean a person who holds a Restricted Stock Unit award.
“ISO” shall mean an employee incentive stock option described in Section 422(b) of the Code.

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

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

“Optionee” shall mean a person who holds an Option.

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

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

“Plan” shall mean this FireEye, Inc. 2008 Stock Plan, including any appendix attached hereto.

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

“Purchaser” shall mean a person to whom the Board of Directors has offered the right to acquire Shares under the Plan (other than upon exercise of an Option or the vesting and settlement of Restricted Stock Units).

“Restricted Stock” shall mean a direct award of Shares subject to restrictions as described in Section 6.

“Restricted Stock Unit” shall mean a bookkeeping entry granted pursuant to Appendix A representing an amount equivalent to one Share of Stock of the Company for purposes of determining the number of Shares subject to the award. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

“Restricted Stock Unit Agreement” shall mean the written or electronic agreement setting forth the terms and provisions applicable to the Restricted Stock Unit award granted under the Plan. The Restricted Stock Unit Agreement is subject to the terms and conditions of the Plan.

“Service” shall mean service as an Employee, Outside Director or Consultant.
(aa) “Share” shall mean one share of Stock, as adjusted in accordance with Section 8 (if applicable).

(bb) “Stock” shall mean the Common Stock of the Company.

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

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

(ee) “Subsidiary” shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.
APPENDIX A
TO THE
FIREEYE 2008 STOCK PLAN

This Appendix A to the FireEye 2008 Stock Plan shall apply to Holders who are receiving an award of Restricted Stock Units under the Plan. Capitalized terms contained herein shall have the same meanings given to them in the Plan, unless otherwise provided by this Appendix A.

Notwithstanding any provisions contained in the Plan to the contrary, the following terms shall apply to all awards or Restricted Stock Units.

Restricted Stock Units

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Board of Directors. After the Board of Directors determines that it will grant Restricted Stock Units, it will advise the Holder in a Restricted Stock Unit Agreement of the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Board of Directors will set vesting criteria in its sole discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Holder. The Board of Directors may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment or service), or any other basis determined by the Board of Directors in its sole discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Holder will be entitled to receive a payout as determined by the Board of Directors. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Board of Directors, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Board of Directors and set forth in the Restricted Stock Unit Agreement. The Board of Directors, in its sole discretion, may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(e) Cancellation. On the date set forth in the Restricted Stock Unit Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

(f) Withholding Taxes.

(i) As a condition to the vesting and/or settlement of Restricted Stock Units, the Holder shall make such arrangements as the Board of Directors may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such vesting and/or settlement.
The Board of Directors, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Holder to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the statutory amount required to be withheld, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Board of Directors determines in its sole discretion, or (iv) selling a sufficient number of Shares otherwise deliverable to the Holder through such means as the Board of Directors may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Board of Directors agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Holder with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

(g) Transferability of Restricted Stock Units. Unless determined otherwise by the Board of Directors, an Award of Restricted Stock Units may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution. If the Board of Directors makes an award of Restricted Stock Units transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) as permitted by Rule 701 of the Securities Act of 1933, as amended.

(h) Section 409A. An Award of Restricted Stock Units will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A, except as otherwise determined in the sole discretion of the Board of Directors. The Plan and each Restricted Stock Unit Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Board of Directors. To the extent that an Award of Restricted Stock Units or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.
**FIREEye, INC. 2008 STOCK PLAN**

**NOTICE OF STOCK OPTION GRANT**

The Optionee has been granted the following option to purchase shares of the Common Stock of FireEye, Inc.:

<table>
<thead>
<tr>
<th>Name of Optionee:</th>
<th>«Name»</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Shares:</td>
<td>«shares»</td>
</tr>
<tr>
<td>Type of Option:</td>
<td>«type»</td>
</tr>
<tr>
<td></td>
<td>Incentive Stock Option (ISO)</td>
</tr>
<tr>
<td></td>
<td>Nonstatutory Stock Option (NSO)</td>
</tr>
<tr>
<td>Exercise Price per Share:</td>
<td>$ «Price»</td>
</tr>
<tr>
<td>Date of Grant:</td>
<td>«Grant_Date»</td>
</tr>
<tr>
<td>Date Exercisable:</td>
<td>This option may be exercised with respect to the first 25% of the Shares subject to this option when the Optionee completes 12 months of continuous Service after the Vesting Commencement Date set forth below. This option may be exercised with respect to an additional 1/48th of the Shares subject to this option when the Optionee completes each month of continuous Service thereafter.</td>
</tr>
<tr>
<td>Vesting Commencement Date:</td>
<td>«Vest_Comm_date»</td>
</tr>
<tr>
<td>Expiration Date:</td>
<td>«Exp_Date». This option expires earlier if the Optionee’s Service terminates earlier, as provided in Section 6 of the Stock Option Agreement.</td>
</tr>
</tbody>
</table>

By signing below, the Optionee and the Company agree that this option is granted under, and governed by the terms and conditions of, the 2008 Stock Plan and the Stock Option Agreement. Both of these documents are attached to, and made a part of, this Notice of Stock Option Grant. Section 13 of the Stock Option Agreement includes important acknowledgements of the Optionee.

**OPTIONEE:**

______________________________

**FIREEye, INC.**

By: ______________________________

Title: ______________________________
FIREEye, Inc. 2008 Stock Plan: Stock Option Agreement

SECTION 1. GRANT OF OPTION.

(a) **Option.** On the terms and conditions set forth in the Notice of Stock Option Grant and this Agreement, the Company grants to the Optionee on the Date of Grant the option to purchase at the Exercise Price the number of Shares set forth in the Notice of Stock Option Grant. The Exercise Price is agreed to be at least 100% of the Fair Market Value per Share on the Date of Grant (110% of Fair Market Value if this option is designated as an ISO in the Notice of Stock Option Grant and Section 3(b) of the Plan applies). This option is intended to be an ISO or an NSO, as provided in the Notice of Stock Option Grant.

(b) **$100,000 Limitation.** Even if this option is designated as an ISO in the Notice of Stock Option Grant, it shall be deemed to be an NSO to the extent (and only to the extent) required by the $100,000 annual limitation under Section 422(d) of the Code.

(c) **Stock Plan and Defined Terms.** This option is granted pursuant to the Plan, a copy of which the Optionee acknowledges having received. The provisions of the Plan are incorporated into this Agreement by this reference. Capitalized terms are defined in Section 14 of this Agreement.

SECTION 2. RIGHT TO EXERCISE.

(a) **Exercisability.** Subject to Subsection (b) below and the other conditions set forth in this Agreement, all or part of this option may be exercised prior to its expiration at the time or times set forth in the Notice of Stock Option Grant.

(b) **Stockholder Approval.** Any other provision of this Agreement notwithstanding, no portion of this option shall be exercisable at any time prior to the approval of the Plan by the Company’s stockholders.

SECTION 3. NO TRANSFER OR ASSIGNMENT OF OPTION.

Except as otherwise provided in this Agreement, this option and the rights and privileges conferred hereby shall not be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process.
SECTION 4. EXERCISE PROCEDURES.

(a) Notice of Exercise. The Optionee or the Optionee’s representative may exercise this option by giving written notice to the Company pursuant to Section 12(c). The notice shall specify the election to exercise this option, the number of Shares for which it is being exercised and the form of payment. The person exercising this option shall sign the notice. In the event that this option is being exercised by the representative of the Optionee, the notice shall be accompanied by proof (satisfactory to the Company) of the representative’s right to exercise this option. The Optionee or the Optionee’s representative shall deliver to the Company, at the time of giving the notice, payment in a form permissible under Section 5 for the full amount of the Purchase Price.

(b) Issuance of Shares. After receiving a proper notice of exercise, the Company shall cause to be issued one or more certificates evidencing the Shares for which this option has been exercised. Such Shares shall be registered (i) in the name of the person exercising this option, (ii) in the names of such person and his or her spouse as community property or as joint tenants with the right of survivorship or (iii) with the Company’s consent, in the name of a revocable trust. The Company shall cause such certificates to be delivered to or upon the order of the person exercising this option.

(c) Withholding Taxes. In the event that the Company determines that it is required to withhold any tax as a result of the exercise of this option, the Optionee, as a condition to the exercise of this option, shall make arrangements satisfactory to the Company to enable it to satisfy all withholding requirements. The Optionee shall also make arrangements satisfactory to the Company to enable it to satisfy any withholding requirements that may arise in connection with the disposition of Shares purchased by exercising this option.

SECTION 5. PAYMENT FOR STOCK.

(a) Cash. All or part of the Purchase Price may be paid in cash or cash equivalents.

(b) Surrender of Stock. At the discretion of the Board of Directors, all or any part of the Purchase Price may be paid by surrendering, or attesting to the ownership of, Shares that are already owned by the Optionee. Such Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value as of the date when this option is exercised.

(c) Exercise/Sale. All or part of the Purchase Price and any withholding taxes may be paid by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company. However, payment pursuant to this Subsection (c) shall be permitted only if (i) Stock then is publicly traded and (ii) such payment does not violate applicable law.
SECTION 6. TERM AND EXPIRATION.

(a) **Basic Term.** This option shall in any event expire on the expiration date set forth in the Notice of Stock Option Grant, which date is 10 years after the Date of Grant (five years after the Date of Grant if this option is designated as an ISO in the Notice of Stock Option Grant and Section 3(b) of the Plan applies).

(b) **Termination of Service (Except by Death).** If the Optionee’s Service terminates for any reason other than death, then this option shall expire on the earliest of the following occasions:

   (i) The expiration date determined pursuant to Subsection (a) above;

   (ii) The date three months after the termination of the Optionee’s Service for any reason other than Disability; or

   (iii) The date six months after the termination of the Optionee’s Service by reason of Disability.

The Optionee may exercise all or part of this option at any time before its expiration under the preceding sentence, but only to the extent that this option had become exercisable before the Optionee’s Service terminated. When the Optionee’s Service terminates, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable. In the event that the Optionee dies after termination of Service but before the expiration of this option, all or part of this option may be exercised (prior to expiration) by the executors or administrators of the Optionee’s estate or by any person who has acquired this option directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that this option had become exercisable before the Optionee’s Service terminated.

(c) **Death of the Optionee.** If the Optionee dies while in Service, then this option shall expire on the earlier of the following dates:

   (i) The expiration date determined pursuant to Subsection (a) above; or

   (ii) The date 12 months after the Optionee’s death.

All or part of this option may be exercised at any time before its expiration under the preceding sentence by the executors or administrators of the Optionee’s estate or by any person who has acquired this option directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that this option had become exercisable before the Optionee’s death. When the Optionee dies, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable.

(d) **Part-Time Employment and Leaves of Absence.** If the Optionee commences working on a part-time basis, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant in accordance with the Company’s part-time work
policy or the terms of an agreement between the Optionee and the Company pertaining to his or her part-time schedule. If the Optionee goes on a leave of absence, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant in accordance with the Company’s leave of absence policy or the terms of such leave. Except as provided in the preceding sentence, Service shall be deemed to continue for any purpose under this Agreement while the Optionee is on a *bona fide* leave of absence, if (i) such leave was approved by the Company in writing and (ii) continued crediting of Service for such purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company). Service shall be deemed to terminate when such leave ends, unless the Optionee immediately returns to active work.

(e) **Notice Concerning ISO Treatment.** Even if this option is designated as an ISO in the Notice of Stock Option Grant, it ceases to qualify for favorable tax treatment as an ISO to the extent that it is exercised:

(i) More than three months after the date when the Optionee ceases to be an Employee for any reason other than death or permanent and total disability (as defined in Section 22(e)(3) of the Code);

(ii) More than 12 months after the date when the Optionee ceases to be an Employee by reason of permanent and total disability (as defined in Section 22(e)(3) of the Code); or

(iii) More than three months after the date when the Optionee has been on a leave of absence for 90 days, unless the Optionee’s reemployment rights following such leave were guaranteed by statute or by contract.

**SECTION 7. RIGHT OF FIRST REFUSAL.**

(a) **Right of First Refusal.** In the event that the Optionee proposes to sell, pledge or otherwise transfer to a third party any Shares acquired under this Agreement, or any interest in such Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Shares. If the Optionee desires to transfer Shares acquired under this Agreement, the Optionee shall give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Optionee and by the proposed Transferee and must constitute a binding commitment of both parties to the transfer of the Shares. The Company shall have the right to purchase all, and not less than all, of the Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.
(b) **Transfer of Shares.** If the Company fails to exercise its Right of First Refusal within 30 days after the date when it received the Transfer Notice, the Optionee may, not later than 90 days following receipt of the Transfer Notice by the Company, conclude a transfer of the Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities laws and not in violation of any other contractual restrictions to which the Optionee is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Optionee, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Shares on the terms set forth in the Transfer Notice within 60 days after the date when the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) **Additional or Exchanged Securities and Property.** In the event of a merger or consolidation of the Company with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Shares subject to this Section 7 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Shares subject to this Section 7.

(d) **Termination of Right of First Refusal.** Any other provision of this Section 7 notwithstanding, in the event that the Stock is readily tradable on an established securities market when the Optionee desires to transfer Shares, the Company shall have no Right of First Refusal, and the Optionee shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) **Permitted Transfers.** This Section 7 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Optionee’s Immediate Family or to a trust established by the Optionee for the benefit of the Optionee and/or one or more members of the Optionee’s Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Optionee transfers any Shares acquired under this Agreement, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to the Optionee.

(f) **Termination of Rights as Stockholder.** If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 7, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares.
Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(g) Assignment of Right of First Refusal. The Board of Directors may freely assign the Company’s Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company’s rights and obligations under this Section 7.

SECTION 8. LEGALITY OF INITIAL ISSUANCE.

No Shares shall be issued upon the exercise of this option unless and until the Company has determined that:

(a) It and the Optionee have taken any actions required to register the Shares under the Securities Act or to perfect an exemption from the registration requirements thereof;

(b) Any applicable listing requirement of any stock exchange or other securities market on which Stock is listed has been satisfied; and

(c) Any other applicable provision of federal, State or foreign law has been satisfied.

SECTION 9. NO REGISTRATION RIGHTS.

The Company may, but shall not be obligated to, register or qualify the sale of Shares under the Securities Act or any other applicable law. The Company shall not be obligated to take any affirmative action in order to cause the sale of Shares under this Agreement to comply with any law.

SECTION 10. RESTRICTIONS ON TRANSFER OF SHARES.

(a) Securities Law Restrictions. Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any State, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any State or any other law.

(b) Market Stand-Off. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company’s initial public offering, the Optionee or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing
transactions with respect to, any Shares acquired under this Agreement without the prior written consent of the Company or its managing underwriter. Such restriction (the “Market Stand-Off”) shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company’s initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Agreement until the end of the applicable stand-off period. The Company’s underwriters shall be beneficiaries of the agreement set forth in this Subsection (b). This Subsection (b) shall not apply to Shares registered in the public offering under the Securities Act.

(c) **Investment Intent at Grant.** The Optionee represents and agrees that the Shares to be acquired upon exercising this option will be acquired for investment, and not with a view to the sale or distribution thereof.

(d) **Investment Intent at Exercise.** In the event that the sale of Shares under the Plan is not registered under the Securities Act but an exemption is available that requires an investment representation or other representation, the Optionee shall represent and agree at the time of exercise that the Shares being acquired upon exercising this option are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Company and its counsel.

(e) **Legends.** All certificates evidencing Shares purchased under this Agreement shall bear the following legend:

“THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE.”
All certificates evidencing Shares purchased under this Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

“THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

(f) **Removal of Legends.** If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing Shares sold under this Agreement is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but without such legend.

(g) **Administration.** Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 10 shall be conclusive and binding on the Optionee and all other persons.

**SECTION 11. ADJUSTMENT OF SHARES.**

In the event of any transaction described in Section 8(a) of the Plan, the terms of this option (including, without limitation, the number and kind of Shares subject to this option and the Exercise Price) shall be adjusted as set forth in Section 8(a) of the Plan. In the event that the Company is subject to a transaction described in Section 8(b) of the Plan, this option shall be subject to the agreement governing such transaction, as provided in Sections 8(b) and 8(c) of the Plan.

**SECTION 12. MISCELLANEOUS PROVISIONS.**

(a) **Rights as a Stockholder.** Neither the Optionee nor the Optionee’s representative shall have any rights as a stockholder with respect to any Shares subject to this option until the Optionee or the Optionee’s representative becomes entitled to receive such Shares by filing a notice of exercise and paying the Purchase Price pursuant to Sections 4 and 5.

(b) **No Retention Rights.** Nothing in this option or in the Plan shall confer upon the Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Optionee) or of the Optionee, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(c) **Notice.** Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Optionee at the address that he or she most recently provided to the Company in accordance with this Subsection (c).
(d) **Entire Agreement.** The Notice of Stock Option Grant, this Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

(e) **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State.

SECTION 13. ACKNOWLEDGEMENTS OF THE OPTIONEE.

(a) **Tax Consequences.** The Optionee agrees that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes the Optionee’s tax liabilities. The Optionee shall not make any claim against the Company or its Board of Directors, officers or employees related to tax liabilities arising from this option or the Optionee’s other compensation. In particular, the Optionee acknowledges that this option is exempt from Section 409A of the Code only if the Exercise Price is at least equal to the Fair Market Value per Share on the Date of Grant. Since Shares are not traded on an established securities market, the determination of their Fair Market Value is made by the Board of Directors or by an independent valuation firm retained by the Company. The Optionee acknowledges that there is no guarantee in either case that the Internal Revenue Service will agree with the valuation, and the Optionee shall not make any claim against the Company or its Board of Directors, officers or employees in the event that the Internal Revenue Service asserts that the valuation was too low.

(b) **Electronic Delivery of Documents.** The Optionee agrees that the Company may deliver by email all documents relating to the Plan or this option (including, without limitation, a copy of the Plan) and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the Securities and Exchange Commission). The Optionee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Optionee by email.

SECTION 14. DEFINITIONS.

(a) “**Agreement**” shall mean this Stock Option Agreement.

(b) “**Board of Directors**” shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.

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

(d) “**Committee**” shall mean a committee of the Board of Directors, as described in Section 2 of the Plan.
“Company” shall mean FireEye, Inc., a Delaware corporation.

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

“Date of Grant” shall mean the date of grant specified in the Notice of Stock Option Grant, which date shall be the later of (i) the date on which the Board of Directors resolved to grant this option or (ii) the first day of the Optionee’s Service.

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

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

“Exercise Price” shall mean the amount for which one Share may be purchased upon exercise of this option, as specified in the Notice of Stock Option Grant.

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

“Immediate Family” shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

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

“Notice of Stock Option Grant” shall mean the document so entitled to which this Agreement is attached.

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

“Optionee” shall mean the person named in the Notice of Stock Option Grant.

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

“Parent” shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

“Share” shall mean a share of common stock of the Company.

“Subsidiary” shall mean a corporation of which at least 50% of the capital stock is owned or controlled, directly or indirectly, by the Company or by another Subsidiary of the Company.

“Termination” shall mean the Optionee’s death or Disability, or an event which results in the Optionee no longer being employed by the Company, a Parent or a Subsidiary of the Company.

“ Tone of Grant” shall mean the date of grant specified in the Notice of Stock Option Grant, which date shall be the later of (i) the date on which the Board of Directors resolved to grant this option or (ii) the first day of the Optionee’s Service.

“Termination” shall mean the Optionee’s death or Disability, or an event which results in the Optionee no longer being employed by the Company, a Parent or a Subsidiary of the Company.

“Exercise Price” shall mean the amount for which one Share may be purchased upon exercise of this option, as specified in the Notice of Stock Option Grant.

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

“Immediate Family” shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

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

“Notice of Stock Option Grant” shall mean the document so entitled to which this Agreement is attached.

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

“Optionee” shall mean the person named in the Notice of Stock Option Grant.

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

“Parent” shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.
(s) “Plan” shall mean the FireEye, Inc. 2008 Stock Plan, as in effect on the Date of Grant.

(t) “Purchase Price” shall mean the Exercise Price multiplied by the number of Shares with respect to which this option is being exercised.

(u) “Right of First Refusal” shall mean the Company’s right of first refusal described in Section 7.

(v) “Securities Act” shall mean the Securities Act of 1933, as amended.

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

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

(y) “Stock” shall mean the Common Stock of the Company.

(z) “Subsidiary” shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(aa) “Transferee” shall mean any person to whom the Optionee has directly or indirectly transferred any Share acquired under this Agreement.

(bb) “Transfer Notice” shall mean the notice of a proposed transfer of Shares described in Section 7.
FIRE EYE, INC. 2008 STOCK PLAN
NOTICE OF STOCK OPTION GRANT

The Optionee has been granted the following option to purchase shares of the Common Stock of FireEye, Inc.:

Name of Optionee: «Name»
Total Number of Shares: «TotalShares»
Type of Option: «ISO» Incentive Stock Option (ISO)
 «NSO» Nonstatutory Stock Option (NSO)
Exercise Price per Share: «PricePerShare»
Date of Grant: «DateGrant»
Date Exercisable: This option may be exercised at any time after the Date of Grant for all or any part of the Shares subject to this option.
Vesting Commencement Date: «VestComDate»
Vesting Schedule: The first 25% of the Shares subject to this option shall vest when the Optionee completes 12 months of continuous Service after the Vesting Commencement Date set forth above. This option shall vest with respect to an additional 1/48 of the Shares subject to this option when the Optionee completes each month of continuous Service thereafter.
Repurchase Right: The Company shall have a Right of Repurchase with respect to any unvested Shares acquired pursuant to this option. The Company’s Right of Repurchase shall lapse with respect to the first 25% of the Shares subject to this option when the Optionee completes 12 months of continuous Service after the Vesting Commencement Date set forth above. The Right of Repurchase shall lapse with respect to an additional 1/48 of the Shares subject to this option when the Optionee completes each month of continuous Service thereafter.
Expiration Date: «ExpDate». This option expires earlier if the Optionee’s Service terminates earlier, as provided in Section 6 of the Stock Option Agreement.
By signing below, the Optionee and the Company agree that this option is granted under, and governed by the terms and conditions of, the 2008 Stock Plan and the Stock Option Agreement. Both of these documents are attached to, and made a part of, this Notice of Stock Option Grant. **Section 14 of the Stock Option Agreement includes important acknowledgements of the Optionee.**

**OPTIONEE:**


**FIREEYE, INC.**

By: __________________________
Title: __________________________
THE OPTION GRANTED PURSUANT TO THIS AGREEMENT AND THE SHARES ISSUABLE UPON THE EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

FIREEye, Inc. 2008 Stock Plan: Stock Option Agreement

SECTION 1. GRANT OF OPTION.

(a) Option. On the terms and conditions set forth in the Notice of Stock Option Grant and this Agreement, the Company grants to the Optionee on the Date of Grant the option to purchase at the Exercise Price the number of Shares set forth in the Notice of Stock Option Grant. The Exercise Price is agreed to be at least 100% of the Fair Market Value per Share on the Date of Grant (110% of Fair Market Value if this option is designated as an ISO in the Notice of Stock Option Grant and Section 3(b) of the Plan applies). This option is intended to be an ISO or an NSO, as provided in the Notice of Stock Option Grant.

(b) $100,000 Limitation. Even if this option is designated as an ISO in the Notice of Stock Option Grant, it shall be deemed to be an NSO to the extent (and only to the extent) required by the $100,000 annual limitation under Section 422(d) of the Code.

(c) Stock Plan and Defined Terms. This option is granted pursuant to the Plan, a copy of which the Optionee acknowledges having received. The provisions of the Plan are incorporated into this Agreement by this reference. Capitalized terms are defined in Section 15 of this Agreement.

SECTION 2. RIGHT TO EXERCISE.

(a) Exercisability. Subject to Subsection (b) below and the other conditions set forth in this Agreement, all or part of this option may be exercised prior to its expiration at the time or times set forth in the Notice of Stock Option Grant. Shares purchased by exercising this option may be subject to the Right of Repurchase under Section 7.

(b) Stockholder Approval. Any other provision of this Agreement notwithstanding, no portion of this option shall be exercisable at any time prior to the approval of the Plan by the Company’s stockholders.
SECTION 3. NO TRANSFER OR ASSIGNMENT OF OPTION.

Except as otherwise provided in this Agreement, this option and the rights and privileges conferred hereby shall not be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process.

SECTION 4. EXERCISE PROCEDURES.

(a) **Notice of Exercise.** The Optionee or the Optionee’s representative may exercise this option by giving written notice to the Company pursuant to Section 13(c). The notice shall specify the election to exercise this option, the number of Shares for which it is being exercised and the form of payment. The person exercising this option shall sign the notice. In the event that this option is being exercised by the representative of the Optionee, the notice shall be accompanied by proof (satisfactory to the Company) of the representative’s right to exercise this option. The Optionee or the Optionee’s representative shall deliver to the Company, at the time of giving the notice, payment in a form permissible under Section 5 for the full amount of the Purchase Price. In the event of a partial exercise of this option, Shares shall be deemed to have been purchased in the order in which they vest in accordance with the Notice of Stock Option Grant.

(b) **Issuance of Shares.** After receiving a proper notice of exercise, the Company shall cause to be issued one or more certificates evidencing the Shares for which this option has been exercised. Such Shares shall be registered (i) in the name of the person exercising this option, (ii) in the names of such person and his or her spouse as community property or as joint tenants with the right of survivorship or (iii) with the Company’s consent, in the name of a revocable trust. In the case of Restricted Shares, the Company shall cause such certificates to be deposited in escrow under Section 7(c). In the case of other Shares, the Company shall cause such certificates to be delivered to or upon the order of the person exercising this option.

(c) **Withholding Taxes.** In the event that the Company determines that it is required to withhold any tax as a result of the exercise of this option, the Optionee, as a condition to the exercise of this option, shall make arrangements satisfactory to the Company to enable it to satisfy all withholding requirements. The Optionee shall also make arrangements satisfactory to the Company to enable it to satisfy any withholding requirements that may arise in connection with the vesting or disposition of Shares purchased by exercising this option.

SECTION 5. PAYMENT FOR STOCK.

(a) **Cash.** All or part of the Purchase Price may be paid in cash or cash equivalents.

(b) **Surrender of Stock.** At the discretion of the Board of Directors, all or any part of the Purchase Price may be paid by surrendering, or attesting to the ownership of, Shares that are already owned by the Optionee. Such Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value as of the date when this option is exercised.
(c) **Exercise/Sale.** All or part of the Purchase Price and any withholding taxes may be paid by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company. However, payment pursuant to this Subsection (c) shall be permitted only if (i) Stock then is publicly traded and (ii) such payment does not violate applicable law.

**SECTION 6. TERM AND EXPIRATION.**

(a) **Basic Term.** This option shall in any event expire on the expiration date set forth in the Notice of Stock Option Grant, which date is 10 years after the Date of Grant (five years after the Date of Grant if this option is designated as an ISO in the Notice of Stock Option Grant and Section 3(b) of the Plan applies).

(b) **Termination of Service (Except by Death).** If the Optionee’s Service terminates for any reason other than death, then this option shall expire on the earliest of the following occasions:

   (i) The expiration date determined pursuant to Subsection (a) above;

   (ii) The date three months after the termination of the Optionee’s Service for any reason other than Disability;

   or

   (iii) The date six months after the termination of the Optionee’s Service by reason of Disability.

The Optionee may exercise all or part of this option at any time before its expiration under the preceding sentence, but only to the extent that this option is exercisable for vested Shares on or before the date when the Optionee’s Service terminates. When the Optionee’s Service terminates, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable and with respect to any Restricted Shares. In the event that the Optionee dies after termination of Service but before the expiration of this option, all or part of this option may be exercised (prior to expiration) by the executors or administrators of the Optionee’s estate or by any person who has acquired this option directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that this option was exercisable for vested Shares on or before the date when the Optionee’s Service terminated.

(c) **Death of the Optionee.** If the Optionee dies while in Service, then this option shall expire on the earlier of the following dates:

   (i) The expiration date determined pursuant to Subsection (a) above; or

   (ii) The date 12 months after the Optionee’s death.
All or part of this option may be exercised at any time before its expiration under the preceding sentence by the executors or administrators of the Optionee’s estate or by any person who has acquired this option directly from the Optionee by beneficiary designation, bequest or inheritance, but only to the extent that this option is exercisable for vested Shares on or before the Optionee’s death. When the Optionee dies, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable and with respect to any Restricted Shares.

(d) **Part-Time Employment and Leaves of Absence.** If the Optionee commences working on a part-time basis, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant in accordance with the Company’s part-time work policy or the terms of an agreement between the Optionee and the Company pertaining to his or her part-time schedule. If the Optionee goes on a leave of absence, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant in accordance with the Company’s leave of absence policy or the terms of such leave. Except as provided in the preceding sentence, Service shall be deemed to continue for any purpose under this Agreement while the Optionee is on a *bona fide* leave of absence, if (i) such leave was approved by the Company in writing and (ii) continued crediting of Service for such purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company). Service shall be deemed to terminate when such leave ends, unless the Optionee immediately returns to active work.

(e) **Notice Concerning ISO Treatment.** Even if this option is designated as an ISO in the Notice of Stock Option Grant, it ceases to qualify for favorable tax treatment as an ISO to the extent that it is exercised:

(i) More than three months after the date when the Optionee ceases to be an Employee for any reason other than death or permanent and total disability (as defined in Section 22(e)(3) of the Code);

(ii) More than 12 months after the date when the Optionee ceases to be an Employee by reason of permanent and total disability (as defined in Section 22(e)(3) of the Code); or

(iii) More than three months after the date when the Optionee has been on a leave of absence for 90 days, unless the Optionee’s reemployment rights following such leave were guaranteed by statute or by contract.

SECTION 7. RIGHT OF REPURCHASE.

(a) **Scope of Repurchase Right.** Until they vest in accordance with the Notice of Stock Option Grant and Subsection (b) below, the Shares acquired under this Agreement shall be Restricted Shares and shall be subject to the Company’s Right of Repurchase. The Company, however, may decline to exercise its Right of Repurchase or may exercise its Right of Repurchase only with respect to a portion of the Restricted Shares. The Company may exercise its Right of Repurchase only during the Repurchase Period following the termination of the Optionee’s Service. The Right of Repurchase may be exercised automatically under Subsection (d) below. If the Right of Repurchase is exercised, the Company shall pay the Optionee an amount equal to the Exercise Price of each Restricted Share being repurchased.
(b) **Lapse of Repurchase Right.** The Right of Repurchase shall lapse with respect to the Restricted Shares in accordance with the vesting schedule set forth in the Notice of Stock Option Grant.

(c) **Escrow.** Upon issuance, the certificate(s) for Restricted Shares shall be deposited in escrow with the Company to be held in accordance with the provisions of this Agreement. Any additional or exchanged securities or other property described in Subsection (f) below shall immediately be delivered to the Company to be held in escrow. All ordinary cash dividends on Restricted Shares (or on other securities held in escrow) shall be paid directly to the Optionee and shall not be held in escrow. Restricted Shares, together with any other assets held in escrow under this Agreement, shall be (i) surrendered to the Company for repurchase upon exercise of the Right of Repurchase or the Right of First Refusal or (ii) released to the Optionee upon his or her request to the extent that the Shares have ceased to be Restricted Shares (but not more frequently than once every six months). In any event, all Shares that have ceased to be Restricted Shares, together with any other vested assets held in escrow under this Agreement, shall be released within 90 days after the earlier of (i) the termination of the Optionee’s Service or (ii) the lapse of the Right of First Refusal.

(d) **Exercise of Repurchase Right.** The Company shall be deemed to have exercised its Right of Repurchase automatically for all Restricted Shares as of the commencement of the Repurchase Period, unless the Company during the Repurchase Period notifies the holder of the Restricted Shares pursuant to Section 13(c) that it will not exercise its Right of Repurchase for some or all of the Restricted Shares. During the Repurchase Period, the Company shall pay to the holder of the Restricted Shares the purchase price determined under Subsection (a) above for the Restricted Shares being repurchased. Payment shall be made in cash or cash equivalents and/or by canceling indebtedness to the Company incurred by the Optionee in the purchase of the Restricted Shares. The certificate(s) representing the Restricted Shares being repurchased shall be delivered to the Company.

(e) **Termination of Rights as Stockholder.** If the Right of Repurchase is exercised in accordance with this Section 7 and the Company makes available the consideration for the Restricted Shares being repurchased, then the person from whom the Restricted Shares are repurchased shall no longer have any rights as a holder of the Restricted Shares (other than the right to receive payment of such consideration). Such Restricted Shares shall be deemed to have been repurchased pursuant to this Section 7, whether or not the certificate(s) for such Restricted Shares have been delivered to the Company or the consideration for such Restricted Shares has been accepted.

(f) **Additional or Exchanged Securities and Property.** In the event of a merger or consolidation of the Company with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Restricted Shares shall immediately be subject to the Right of Repurchase. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class
of the Restricted Shares. Appropriate adjustments shall also be made to the price per share to be paid upon the exercise of the Right of Repurchase, provided that the aggregate purchase price payable for the Restricted Shares shall remain the same. In the event of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, the Right of Repurchase may be exercised by the Company's successor.

(g) Transfer of Restricted Shares. The Optionee shall not transfer, assign, encumber or otherwise dispose of any Restricted Shares without the Company’s written consent, except as provided in the following sentence. The Optionee may transfer Restricted Shares to one or more members of the Optionee’s Immediate Family or to a trust established by the Optionee for the benefit of the Optionee and/or one or more members of the Optionee’s Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Optionee transfers any Restricted Shares, then this Agreement shall apply to the Transferee to the same extent as to the Optionee.

(h) Assignment of Repurchase Right. The Board of Directors may freely assign the Company’s Right of Repurchase, in whole or in part. Any person who accepts an assignment of the Right of Repurchase from the Company shall assume all of the Company’s rights and obligations under this Section 7.

SECTION 8. RIGHT OF FIRST REFUSAL.

(a) Right of First Refusal. In the event that the Optionee proposes to sell, pledge or otherwise transfer to a third party any Shares acquired under this Agreement, or any interest in such Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Shares. If the Optionee desires to transfer Shares acquired under this Agreement, the Optionee shall give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Optionee and by the proposed Transferee and must constitute a binding commitment of both parties to the transfer of the Shares. The Company shall have the right to purchase all, and not less than all, of the Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

(b) Transfer of Shares. If the Company fails to exercise its Right of First Refusal within 30 days after the date when it received the Transfer Notice, the Optionee may, not later than 90 days following receipt of the Transfer Notice by the Company, conclude a transfer of the Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities laws and not in violation of any other contractual restrictions to which the Optionee is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Optionee,
shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Shares on the terms set forth in the Transfer Notice within 60 days after the date when the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) Additional or Exchanged Securities and Property. In the event of a merger or consolidation of the Company with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Shares subject to this Section 8 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Shares subject to this Section 8.

(d) Termination of Right of First Refusal. Any other provision of this Section 8 notwithstanding, in the event that the Stock is readily tradable on an established securities market when the Optionee desires to transfer Shares, the Company shall have no Right of First Refusal, and the Optionee shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) Permitted Transfers. This Section 8 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Optionee’s Immediate Family or to a trust established by the Optionee for the benefit of the Optionee and/or one or more members of the Optionee’s Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Optionee transfers any Shares acquired under this Agreement, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to the Optionee.

(f) Termination of Rights as Stockholder. If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 8, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.
(g) **Assignment of Right of First Refusal.** The Board of Directors may freely assign the Company’s Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company’s rights and obligations under this Section 8.

SECTION 9. LEGALITY OF INITIAL ISSUANCE.

No Shares shall be issued upon the exercise of this option unless and until the Company has determined that:

(a) It and the Optionee have taken any actions required to register the Shares under the Securities Act or to perfect an exemption from the registration requirements thereof;

(b) Any applicable listing requirement of any stock exchange or other securities market on which Stock is listed has been satisfied; and

(c) Any other applicable provision of federal, State or foreign law has been satisfied.

SECTION 10. NO REGISTRATION RIGHTS.

The Company may, but shall not be obligated to, register or qualify the sale of Shares under the Securities Act or any other applicable law. The Company shall not be obligated to take any affirmative action in order to cause the sale of Shares under this Agreement to comply with any law.

SECTION 11. RESTRICTIONS ON TRANSFER OF SHARES.

(a) **Securities Law Restrictions.** Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any State, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any State or any other law.

(b) **Market Stand-Off.** In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company’s initial public offering, the Optionee or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares acquired under this Agreement without the prior written consent of the Company or its managing underwriter. Such restriction (the “Market Stand-Off”) shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the
Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company’s initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Agreement until the end of the applicable stand-off period. The Company’s underwriters shall be beneficiaries of the agreement set forth in this Subsection (b). This Subsection (b) shall not apply to Shares registered in the public offering under the Securities Act.

(c) **Investment Intent at Grant.** The Optionee represents and agrees that the Shares to be acquired upon exercising this option will be acquired for investment, and not with a view to the sale or distribution thereof.

(d) **Investment Intent at Exercise.** In the event that the sale of Shares under the Plan is not registered under the Securities Act but an exemption is available that requires an investment representation or other representation, the Optionee shall represent and agree at the time of exercise that the Shares being acquired upon exercising this option are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Company and its counsel.

(e) **Legends.** All certificates evidencing Shares purchased under this Agreement shall bear the following legend:

“THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES AND CERTAIN REPURCHASE RIGHTS UPON TERMINATION OF SERVICE WITH THE COMPANY. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE.”

9
All certificates evidencing Shares purchased under this Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

“THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

(f) **Removal of Legends.** If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing Shares sold under this Agreement is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but without such legend.

(g) **Administration.** Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 11 shall be conclusive and binding on the Optionee and all other persons.

**SECTION 12. ADJUSTMENT OF SHARES.**

In the event of any transaction described in Section 8(a) of the Plan, the terms of this option (including, without limitation, the number and kind of Shares subject to this option and the Exercise Price) shall be adjusted as set forth in Section 8(a) of the Plan. In the event that the Company is subject to a transaction described in Section 8(b) of the Plan, this option shall be subject to the agreement governing such transaction, as provided in Sections 8(b) and 8(c) of the Plan.

**SECTION 13. MISCELLANEOUS PROVISIONS.**

(a) **Rights as a Stockholder.** Neither the Optionee nor the Optionee’s representative shall have any rights as a stockholder with respect to any Shares subject to this option until the Optionee or the Optionee’s representative becomes entitled to receive such Shares by filing a notice of exercise and paying the Purchase Price pursuant to Sections 4 and 5.

(b) **No Retention Rights.** Nothing in this option or in the Plan shall confer upon the Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Optionee) or of the Optionee, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(c) **Notice.** Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Optionee at the address that he or she most recently provided to the Company in accordance with this Subsection (c).

(d) **Entire Agreement.** The Notice of Stock Option Grant, this Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

(a) Tax Consequences. The Optionee agrees that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes the Optionee’s tax liabilities. The Optionee shall not make any claim against the Company or its Board of Directors, officers or employees related to tax liabilities arising from this option or the Optionee’s other compensation. In particular, the Optionee acknowledges that this option is exempt from Section 409A of the Code only if the Exercise Price is at least equal to the Fair Market Value per Share on the Date of Grant. Since Shares are not traded on an established securities market, the determination of their Fair Market Value is made by the Board of Directors or by an independent valuation firm retained by the Company. The Optionee acknowledges that there is no guarantee in either case that the Internal Revenue Service will agree with the valuation, and the Optionee shall not make any claim against the Company or its Board of Directors, officers or employees in the event that the Internal Revenue Service asserts that the valuation was too low.

(b) Electronic Delivery of Documents. The Optionee agrees that the Company may deliver by email all documents relating to the Plan or this option (including, without limitation, a copy of the Plan) and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the Securities and Exchange Commission). The Optionee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Optionee by email.

Section 15. Definitions.

(a) “Agreement” shall mean this Stock Option Agreement.

(b) “Board of Directors” shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.

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

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

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

(g) “Date of Grant” shall mean the date of grant specified in the Notice of Stock Option Grant, which date shall be the later of (i) the date on which the Board of Directors resolved to grant this option or (ii) the first day of the Optionee’s Service.

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

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

(j) “Exercise Price” shall mean the amount for which one Share may be purchased upon exercise of this option, as specified in the Notice of Stock Option Grant.

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

(l) “Immediate Family” shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

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

(n) “Notice of Stock Option Grant” shall mean the document so entitled to which this Agreement is attached.

(o) “NSO” shall mean a stock option not described in Sections 422(b) or 423(b) of the Code.

(p) “Optionee” shall mean the person named in the Notice of Stock Option Grant.

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

(r) “Parent” shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(s) “Plan” shall mean the FireEye, Inc. 2008 Stock Plan, as in effect on the Date of Grant.
(i) “Purchase Price” shall mean the Exercise Price multiplied by the number of Shares with respect to which this option is being exercised.

(u) “Repurchase Period” shall mean a period of 90 consecutive days commencing on the date when the Optionee’s Service terminates for any reason, including (without limitation) death or disability.

(v) “Restricted Share” shall mean a Share that is subject to the Right of Repurchase.

(w) “Right of First Refusal” shall mean the Company’s right of first refusal described in Section 8.

(x) “Right of Repurchase” shall mean the Company’s right of repurchase described in Section 7.

(y) “Securities Act” shall mean the Securities Act of 1933, as amended.

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

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

(bb) “Stock” shall mean the Common Stock of the Company.

(cc) “Subsidiary” shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(dd) “Transferee” shall mean any person to whom the Optionee has directly or indirectly transferred any Share acquired under this Agreement.

(ee) “Transfer Notice” shall mean the notice of a proposed transfer of Shares described in Section 8.
FIREEye, INC. 2008 STOCK PLAN  
NOTICE OF STOCK OPTION EXERCISE  

You must sign this Notice on Page 3 before submitting it to the Company.

OPTIONEE INFORMATION:

Name: ___________________________    Social Security Number: ___________________________
Address: ___________________________    Employee Number: ___________________________

OPTION INFORMATION:

Date of Grant: _______________    Grant No.: _______________    Type of Stock Option:
Exercise Price per Share: $________    □ Nonstatutory (NSO)
Total number of shares of Common Stock of FireEye, Inc. (the "Company") covered by the option: ___________

EXERCISE INFORMATION:

Date of Exercise: _______________
Number of shares of Common Stock of the Company for which the option is being exercised now: ___________
(These shares are referred to below as the “Purchased Shares.”)
Total Exercise Price for the Purchased Shares: $________

Form of payment [check all that apply]:
☐ Check/Wire for $________, payable to “FireEye, Inc.”
☐ Certificate(s) for ___________ shares of Common Stock of the Company. These shares will be valued as of the date this notice is received by the Company. [Requires Company consent.]
☐ Attestation Form covering ___________ shares of Common Stock of the Company. These shares will be valued as of the date this notice is received by the Company. [Requires Company consent.]

Name(s) in which the Purchased Shares should be registered [please review the attached explanation of the available forms of ownership, and then check one box]:
☐ In my name only
☐ In the names of my spouse and myself as community property
☐ In the names of my spouse and myself as community property with the right of survivorship

My spouse’s name (if applicable): ___________________________
☐ In the names of my spouse and myself as joint tenants with the right of survivorship

☐ In the name of an eligible revocable trust

Full legal name of revocable trust:

[a Stock Transfer Agreement will be prepared for this registration]

Address

________________________________________

________________________________________

________________________________________

________________________________________

REPRESENTATIONS AND ACKNOWLEDGMENTS OF THE OPTIONEE:

1. I represent and warrant to the Company that I am acquiring and will hold the Purchased Shares for investment for my account only, and not with a view to, or for resale in connection with, any “distribution” of the Purchased Shares within the meaning of the Securities Act of 1933, as amended (the “Securities Act”).

2. I understand that the Purchased Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Purchased Shares must be held indefinitely, unless they are subsequently registered under the Securities Act or I obtain an opinion of counsel (in form and substance satisfactory to the Company and its counsel) that registration is not required.

3. I acknowledge that the Company is under no obligation to register the Purchased Shares.

4. I am aware of the adoption of Rule 144 by the Securities and Exchange Commission under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions. These conditions include (without limitation) that certain current public information about the issuer is available, that the resale occurs only after the holding period required by Rule 144 has been satisfied, that the sale occurs through an unsolicited “broker’s transaction” and that the amount of securities being sold during any three-month period does not exceed specified limitations. I understand that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no plans to satisfy these conditions in the foreseeable future.

5. I will not sell, transfer or otherwise dispose of the Purchased Shares in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules promulgated thereunder, including Rule 144 under the Securities Act.

6. I acknowledge that I have received and had access to such information as I consider necessary or appropriate for deciding whether to invest in the Purchased Shares and that I had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Purchased Shares.

7. I am aware that my investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. I am able, without impairing my financial condition, to hold the Purchased Shares for an indefinite period and to suffer a complete loss of my investment in the Purchased Shares.

8. I acknowledge that the Purchased Shares remain subject to the Company’s right of first refusal and the market stand-off (sometimes referred to as the “lock-up”) and may remain subject to the Company’s right of repurchase at the exercise price, all in accordance with the applicable Notice of Stock Option Grant and Stock Option Agreement.
9. I acknowledge that I am acquiring the Purchased Shares subject to all other terms of the Notice of Stock Option Grant and Stock Option Agreement.

10. I acknowledge that I have received a copy of the Company’s explanation of the forms of ownership available for my Purchased Shares. I acknowledge that the Company has encouraged me to consult my own adviser to determine the form of ownership that is appropriate for me. In the event that I choose to transfer my Purchased Shares to a trust, I agree to sign a Stock Transfer Agreement. In the event that I choose to transfer my Purchased Shares to a trust that does not satisfy the requirements described in the attached explanation (i.e. a trust that is not an eligible revocable trust), I also acknowledge that the transfer will be treated as a “disposition” for tax purposes. As a result, the favorable ISO tax treatment will be unavailable and other unfavorable tax consequences may occur.

11. I acknowledge that the Company has encouraged me to consult my own adviser to determine the tax consequences of acquiring the Purchased Shares at this time.

12. I agree that the Company does not have a duty to design or administer the 2008 Stock Plan or its other compensation programs in a manner that minimizes my tax liabilities. I will not make any claim against the Company or its Board of Directors, officers or employees related to tax liabilities arising from my options or my other compensation. In particular, I acknowledge that my options are exempt from section 409A of the Internal Revenue Code only if the exercise price per share is at least equal to the fair market value per share of the Company’s Common Stock at the time the option was granted by the Company’s Board of Directors. Since shares of the Company’s Common Stock are not traded on an established securities market, the determination of their fair market value was made by the Company’s Board of Directors or by an independent valuation firm retained by the Company. I acknowledge that there is no guarantee in either case that the Internal Revenue Service will agree with the valuation, and I will not make any claim against the Company or its Board of Directors, officers or employees in the event that the Internal Revenue Service asserts that the valuation was too low.

13. I agree to seek the consent of my spouse to the extent required by the Company to enforce the foregoing.

☐ I acknowledge that the Company has provided me with access to the following information: (i) a summary of the material terms of the Company’s 2008 Stock Plan; (ii) information about the risks associated with investing in the Company’s common stock; and (iii) the Company’s financial statements.

**Signature:**

**Date:**

_________________________________________  _____________________________

3
EXPLANATION OF FORMS OF STOCK OWNERSHIP

PURPOSE OF THIS EXPLANATION

The purpose of this explanation is to provide you with a brief summary of the forms of legal ownership available for the shares that you are purchasing (the “Purchased Shares”). For a number of reasons, this explanation is no substitute for personal legal advice:

• To make the explanation short and readable, only the highlights are covered. Some legal rules are not addressed, even though they may be important in particular cases.

• While the summary attempts to deal with the most common situations, your own situation may well be different from the norm.

• The law may change, and the Company is not responsible for updating this summary.

• The form in which you own your shares may have a substantial impact on the estate tax treatment that applies to those shares when you die or the income tax treatment that applies when your survivors sell the shares after your death.

FOR THESE REASONS, THE COMPANY STRONGLY ENCOURAGES YOU TO CONSULT YOUR OWN ADVISER BEFORE EXERCISING YOUR OPTION AND BEFORE MAKING A DECISION ABOUT THE FORM OF OWNERSHIP FOR YOUR SHARES.

OVERVIEW

The Notice of Stock Option Exercise offers five forms of taking title to the Purchased Shares:

• In your name only,

• In your name and the name of your spouse as community property,

• In your name and the name of your spouse as community property with the right of survivorship,

• In your name and the name of your spouse as joint tenants with the right of survivorship, or

• In the name of an eligible revocable trust.

Title in the Purchased Shares depends upon (a) your marital status, (b) the marital property laws of your state of residence and (c) any agreement with your spouse altering the existing marital property laws of your state of residence. If you are not married, you generally will take title in your name alone. If you are married, title depends upon the marital property laws of your state of residence. In general, states are classified either as “community property” states or as “common-law property” states. (But individual state law may vary within these classifications.)
COMMUNITY PROPERTY AND JOINT TENANCY

Community property states include California, Texas, Washington, Arizona, Nevada, New Mexico, Idaho, Louisiana and Wisconsin. In a community property state, property acquired during marriage by either spouse is presumed to be one-half owned by each spouse. All other property is classified as the separate property of the spouse who acquires the property. While either spouse has equal management and control over the community property and may sell, spend or encumber all community property, neither spouse may gift community property or partition his/her one-half interest without the consent of the other spouse. Upon divorce, all community property is divided equally among the spouses and each spouse is entitled to retain all of his/her separate property. Upon the death of a spouse, one-half of the community property (and all of the decedent spouse’s separate property) will pass to the decedent spouse’s heirs. The other one-half of the community property remains the property of the surviving spouse.

Other states are common-law property states. In a common-law property state, each spouse is generally deemed to own whatever he/she earns or acquires.

A married couple may elect to alter the marital property rules by mutually agreeing to take title to property in other forms. For example, a couple residing in a community property state may generally enter into an agreement and transform what otherwise would be community property into the separate property of the spouse who earns or acquires the property.

In addition, many community property and common-law property states allow married couples to take joint title in property acquired during marriage. For example, California allows a married couple to take title in a joint tenancy with the right of survivorship. In a joint tenancy, each spouse owns a one-half interest in the property as separate property. This means that each spouse may transfer or sell his/her one-half interest in the property while he/she is alive. However, unlike traditional separate property, a spouse cannot transfer his/her one-half interest to heirs at death. Instead, the surviving spouse automatically receives the decedent spouse’s one-half interest and becomes the full owner of the property. (This is called the “right of survivorship.”) Both spouses must consent to taking property in a joint tenancy in lieu of having the community property laws apply.

California also allows a married couple to take title in the shares as community property with the right of survivorship. This means that the shares are treated like community property while both spouses are alive. However, if one spouse dies, then the other spouse automatically receives the decedent spouse’s one-half interest and becomes the full owner of the shares. In other words, the decedent spouse’s will or trust does not control the disposition of the shares.

If you have the Purchased Shares issued in a form other than those described above, then the transfer will be treated as a “disposition” for tax purposes. This means that the effect, for tax purposes, will be the same as selling the Purchased Shares. Please refer to the attached tax summary for additional information.
**TRUSTS**

A transfer to a trust generally should not be treated as a “disposition” of the Purchased Shares for tax purposes if the trust satisfies each of the following conditions:

- You are the sole grantor of the trust,
- You are the sole trustee, or you and your spouse are the sole co-trustees,
- The trustee or trustees are not required to distribute the income of the trust to any person other than you and/or your spouse while you are alive, and
- The trust permits you to revoke all or part of the trust and to have the trust’s assets returned to you, without the consent of any other person (including your spouse).

If you have the Purchased Shares issued to a trust that does not meet these requirements, then the transfer will be treated as a “disposition” for tax purposes. This means that the effect, for tax purposes, will be the same as selling the Purchased Shares. Please refer to the attached tax summary for additional information.

If you have the Purchased Shares issued to any trust, you will be required to sign a Stock Transfer Agreement in your capacity as trustee. Under the Stock Transfer Agreement, the Purchased Shares remain subject to the Company’s right of first refusal and may remain subject to the Company’s right of repurchase at the exercise price, all in accordance with the applicable Notice of Stock Option Grant and Stock Option Agreement.

**THE COMPANY WILL NOT CHECK TO DETERMINE WHETHER THE FORM OF OWNERSHIP THAT YOU ELECT IN YOUR NOTICE OF STOCK OPTION EXERCISE IS APPROPRIATE. YOU SHOULD CONSULT YOUR OWN ADVISERS ON THIS SUBJECT. IF AN INAPPROPRIATE ELECTION IS MADE, THE FORM OF OWNERSHIP MAY NOT WITHSTAND LEGAL SCRUTINY OR MAY HAVE ADVERSE TAX CONSEQUENCES.**
FIREEye, INC. 2008 STOCK PLAN
NOTICE OF STOCK OPTION EXERCISE (EARLY EXERCISE)

You must sign this Notice on Page 3 before submitting it to the Company.

OPTIONEE INFORMATION:

Name: __________________________________ Social Security Number: __________________________
Address: __________________________________ Employee Number: ____________________________

OPTION INFORMATION:

Date of Grant: ___________ Grant No.: _______________ Type of Stock Option: ______________________
Exercise Price per Share: $________ Nonstatutory (NSO)
Total number of shares of Common Stock of FireEye, Inc. (the “Company”) covered by the option: __________
Incentive (ISO)

EXERCISE INFORMATION:

Date of Exercise: ______________________
Number of shares of Common Stock of the Company for which the option is being exercised now: __________ (These shares are referred to below as the “Purchased Shares.”)
Total Exercise Price for the Purchased Shares: $________

Form of payment enclosed [check all that apply]:
☐ Check/Wire for $________, payable to “FireEye, Inc.”
☐ Certificate(s) for __________ shares of Common Stock of the Company. These shares will be valued as of the date this notice is received by the Company. [Requires Company consent.]
☐ Attestation Form covering __________ shares of Common Stock of the Company. These shares will be valued as of the date this notice is received by the Company. [Requires Company consent.]

Name(s) in which the Purchased Shares should be registered [please review the attached explanation of the available forms of ownership, and then check one box]:
☐ In my name only
☐ In the names of my spouse and myself as community property
☐ In the names of my spouse and myself as community property with the right of survivorship
My spouse’s name (if applicable): ________________________________
In the names of my spouse and myself as joint tenants with the right of survivorship

In the name of an eligible revocable trust [requires Stock Transfer Agreement]

Full legal name of revocable trust:

The certificate for the Purchased Shares should be sent to the following address:

________________________________________

________________________________________

________________________________________

REPRESENTATIONS AND ACKNOWLEDGMENTS OF THE OPTIONEE:

1. I represent and warrant to the Company that I am acquiring and will hold the Purchased Shares for investment for my account only, and not with a view to, or for resale in connection with, any “distribution” of the Purchased Shares within the meaning of the Securities Act of 1933, as amended (the “Securities Act”).

2. I understand that the Purchased Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Purchased Shares must be held indefinitely, unless they are subsequently registered under the Securities Act or I obtain an opinion of counsel (in form and substance satisfactory to the Company and its counsel) that registration is not required.

3. I acknowledge that the Company is under no obligation to register the Purchased Shares.

4. I am aware of the adoption of Rule 144 by the Securities and Exchange Commission under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions. These conditions include (without limitation) that certain current public information about the issuer is available, that the resale occurs only after the holding period required by Rule 144 has been satisfied, that the resale occurs through an unsolicited “broker’s transaction” and that the amount of securities being sold during any three-month period does not exceed specified limitations. I understand that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no plans to satisfy these conditions in the foreseeable future.

5. I will not sell, transfer or otherwise dispose of the Purchased Shares in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules promulgated thereunder, including Rule 144 under the Securities Act.

6. I acknowledge that I have received and had access to such information as I consider necessary or appropriate for deciding whether to invest in the Purchased Shares and that I had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Purchased Shares.

7. I am aware that my investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. I am able, without impairing my financial condition, to hold the Purchased Shares for an indefinite period and to suffer a complete loss of my investment in the Purchased Shares.

8. I acknowledge that the Purchased Shares remain subject to the Company’s right of first refusal and the market stand-off (sometimes referred to as the “lock-up”) and may remain subject to the Company’s right of repurchase at the exercise price, all in accordance with the applicable Notice of Stock Option Grant and Stock Option Agreement.
9. I acknowledge that I am acquiring the Purchased Shares subject to all other terms of the Notice of Stock Option Grant and Stock Option Agreement.

10. I acknowledge that I have received a copy of the Company’s explanation of the forms of ownership available for my Purchased Shares. I acknowledge that the Company has encouraged me to consult my own adviser to determine the form of ownership that is appropriate for me. In the event that I choose to transfer my Purchased Shares to a trust, I agree to sign a Stock Transfer Agreement. In the event that I choose to transfer my Purchased Shares to a trust that does not satisfy the requirements described in the attached explanation (i.e. a trust that is not an eligible revocable trust), I also acknowledge that the transfer will be treated as a “disposition” for tax purposes. As a result, the favorable ISO tax treatment will be unavailable and other unfavorable tax consequences may occur.

11. I acknowledge that I have received a copy of the Company’s explanation of the tax election under section 83(b) of the Internal Revenue Code. In the event that I choose to make a section 83(b) election, I acknowledge that it is my responsibility—and not the Company’s responsibility—to file the election in a timely manner, even if I ask the Company or its agents to make the filing on my behalf. I acknowledge that the Company has encouraged me to consult my own adviser to determine the tax consequences of acquiring the Purchased Shares at this time.

12. I agree that the Company does not have a duty to design or administer the 2008 Stock Plan or its other compensation programs in a manner that minimizes my tax liabilities. I will not make any claim against the Company or its Board of Directors, officers or employees related to tax liabilities arising from my options or my other compensation. In particular, I acknowledge that my options are exempt from section 409A of the Internal Revenue Code only if the exercise price per share is at least equal to the fair market value per share of the Company’s Common Stock at the time the option was granted by the Company’s Board of Directors. Since shares of the Company’s Common Stock are not traded on an established securities market, the determination of their fair market value was made by the Company’s Board of Directors or by an independent valuation firm retained by the Company. I acknowledge that there is no guarantee in either case that the Internal Revenue Service will agree with the valuation, and I will not make any claim against the Company or its Board of Directors, officers or employees in the event that the Internal Revenue Service asserts that the valuation was too low.

I agree to seek the consent of my spouse to the extent required by the Company to enforce the foregoing.

☐ I acknowledge that the Company has provided me with access to the following information: (i) a summary of the material terms of the Company’s 2008 Stock Plan; (ii) information about the risks associated with investing in the Company’s common stock; and (iii) the Company’s financial statements.

SIGNATURE: ___________________________ DATE: ___________________________
EXPLANATION OF FORMS OF STOCK OWNERSHIP

PURPOSE OF THIS EXPLANATION

The purpose of this explanation is to provide you with a brief summary of the forms of legal ownership available for the shares that you are purchasing (the “Purchased Shares”). For a number of reasons, this explanation is no substitute for personal legal advice:

• To make the explanation short and readable, only the highlights are covered. Some legal rules are not addressed, even though they may be important in particular cases.

• While the summary attempts to deal with the most common situations, your own situation may well be different from the norm.

• The law may change, and the Company is not responsible for updating this summary.

• The form in which you own your shares may have a substantial impact on the estate tax treatment that applies to those shares when you die or the income tax treatment that applies when your survivors sell the shares after your death.

FOR THESE REASONS, THE COMPANY STRONGLY ENCOURAGES YOU TO CONSULT YOUR OWN ADVISER BEFORE EXERCISING YOUR OPTION AND BEFORE MAKING A DECISION ABOUT THE FORM OF OWNERSHIP FOR YOUR SHARES.

OVERVIEW

The Notice of Stock Option Exercise offers five forms of taking title to the Purchased Shares:

• In your name only,

• In your name and the name of your spouse as community property,

• In your name and the name of your spouse as community property with the right of survivorship,

• In your name and the name of your spouse as joint tenants with the right of survivorship, or

• In the name of an eligible revocable trust.

Title in the Purchased Shares depends upon (a) your marital status, (b) the marital property laws of your state of residence and (c) any agreement with your spouse altering the existing marital property laws of your state of residence. If you are not married, you generally will take title in your name alone. If you are married, title depends upon the marital property laws of your state of residence. In general, states are classified either as “community property” states or as “common-law property” states. (But individual state law may vary within these classifications.)
COMMUNITY PROPERTY AND JOINT TENANCY

Community property states include California, Texas, Washington, Arizona, Nevada, New Mexico, Idaho, Louisiana and Wisconsin. In a community property state, property acquired during marriage by either spouse is presumed to be one-half owned by each spouse. All other property is classified as the separate property of the spouse who acquires the property. While either spouse has equal management and control over the community property and may sell, spend or encumber all community property, neither spouse may gift community property or partition his/her one-half interest without the consent of the other spouse. Upon divorce, all community property is divided equally among the spouses and each spouse is entitled to retain all of his/her separate property. Upon the death of a spouse, one-half of the community property (and all of the decedent spouse’s separate property) will pass to the decedent spouse’s heirs. The other one-half of the community property remains the property of the surviving spouse.

Other states are common-law property states. In a common-law property state, each spouse is generally deemed to own whatever he/she earns or acquires.

A married couple may elect to alter the marital property rules by mutually agreeing to take title to property in other forms. For example, a couple residing in a community property state may generally enter into an agreement and transform what otherwise would be community property into the separate property of the spouse who earns or acquires the property.

In addition, many community property and common-law property states allow married couples to take joint title in property acquired during marriage. For example, California allows a married couple to take title in a joint tenancy with the right of survivorship. In a joint tenancy, each spouse owns a one-half interest in the property as separate property. This means that each spouse may transfer or sell his/her one-half interest in the property while he/she is alive. However, unlike traditional separate property, a spouse cannot transfer his/her one-half interest to heirs at death. Instead, the surviving spouse automatically receives the decedent spouse’s one-half interest and becomes the full owner of the property. (This is called the “right of survivorship.”) Both spouses must consent to taking property in a joint tenancy in lieu of having the community property laws apply.

California also allows a married couple to take title in the shares as community property with the right of survivorship. This means that the shares are treated like community property while both spouses are alive. However, if one spouse dies, then the other spouse automatically receives the decedent spouse’s one-half interest and becomes the full owner of the shares. In other words, the decedent spouse’s will or trust does not control the disposition of the shares.

If you have the Purchased Shares issued in a form other than those described above, then the transfer will be treated as a “disposition” for tax purposes. This means that the effect, for tax purposes, will be the same as selling the Purchased Shares. Please refer to the attached tax summary for additional information.
TRUSTS

A transfer to a trust generally should not be treated as a “disposition” of the Purchased Shares for tax purposes if the trust satisfies each of the following conditions:

• You are the sole grantor of the trust,
• You are the sole trustee, or you and your spouse are the sole co-trustees,
• The trustee or trustees are not required to distribute the income of the trust to any person other than you and/or your spouse while you are alive, and
• The trust permits you to revoke all or part of the trust and to have the trust’s assets returned to you, without the consent of any other person (including your spouse).

If you have the Purchased Shares issued to a trust that does not meet these requirements, then the transfer will be treated as a “disposition” for tax purposes. This means that the effect, for tax purposes, will be the same as selling the Purchased Shares. Please refer to the attached tax summary for additional information.

If you have the Purchased Shares issued to any trust, you will be required to sign a Stock Transfer Agreement in your capacity as trustee. Under the Stock Transfer Agreement, the Purchased Shares remain subject to the Company’s right of first refusal and may remain subject to the Company’s right of repurchase at the exercise price, all in accordance with the applicable Notice of Stock Option Grant and Stock Option Agreement.

THE COMPANY WILL NOT CHECK TO DETERMINE WHETHER THE FORM OF OWNERSHIP THAT YOU ELECT IN YOUR NOTICE OF STOCK OPTION EXERCISE IS APPROPRIATE. YOU SHOULD CONSULT YOUR OWN ADVISERS ON THIS SUBJECT. IF AN INAPPROPRIATE ELECTION IS MADE, THE FORM OF OWNERSHIP MAY NOT WITHSTAND LEGAL SCRUTINY OR MAY HAVE ADVERSE TAX CONSEQUENCES.
**EXPLANATION OF SECTION 83(b) ELECTION**

With respect to the exercise of an option for unvested shares, you may file an election (the “Election”) with the Internal Revenue Service (“IRS”), within thirty (30) days of the purchase of the exercised shares, electing pursuant to Section 83(b) of the Internal Revenue Code to be taxed currently on any difference between the purchase price of the exercised shares and their fair market value on the date of purchase. In the case of an NSO, this will result in the recognition of taxable income to you on the date of exercise, measured by the excess, if any, of the fair market value of the exercised shares, at the time the option is exercised over the purchase price for the exercised shares. If you are an employee or former employee of the Company, this taxable income will be subject to withholding for income and payroll taxes. Absent such an Election, taxable income will be measured and recognized by you at the time or times on which the option vests. In the case of an ISO, such an Election will result in a recognition of income to you for alternative minimum tax purposes on the date of exercise, measured by the excess, if any, of the fair market value of the exercised shares, at the time the option is exercised, over the purchase price for the exercised shares. Absent such an Election, alternative minimum taxable income will be measured and recognized by you at the time or times on which the option vests.

This discussion is intended only as a summary of the general United States income tax laws that apply to exercising options as to shares that have not yet vested and is accurate only as of the date this form agreement was approved by the Board. The federal, state and local tax consequences to any particular taxpayer will depend upon his or her individual circumstances. You are strongly encouraged to seek the advice of your own tax consultants in connection with the purchase of the shares and the advisability of filing of the Election under Section 83(b) of the Internal Revenue Code. A form of Election under Section 83(b) is attached hereto for reference.

YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY AND NOT THE COMPANY’S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b) OF THE CODE, EVEN IF YOU REQUEST THE COMPANY OR ITS REPRESENTATIVE TO MAKE THIS FILING ON YOUR BEHALF.

**DISCLAIMER UNDER IRS CIRCULAR 230**

To comply with IRS rules, you are hereby notified that the foregoing summary was not intended or written in order to be used, and it cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer. In addition, if the foregoing summary would otherwise be considered a “marketed opinion” under the IRS rules, you are hereby notified that the advice was written to support the promotion or marketing of the transactions or matters addressed by the summary. The tax consequences of options will vary depending on the specific circumstances of each taxpayer. Therefore, each taxpayer should seek advice from an independent tax adviser.
This statement is made under Sections 55 and 83(b) of the Internal Revenue Code of 1986, as amended, pursuant to Treasury Regulations Section 1.83-2.

A. The taxpayer who performed the services is:
   Name: 
   Address: 
   Social Security No.: 

B. The property with respect to which the election is made is ______ shares of the common stock of FireEye, Inc.

C. The property was transferred on ________ __, ______.

D. The taxable year for which the election is made is the calendar year ______.

E. The property is subject to a repurchase right pursuant to which the issuer has the right to acquire the property at the original purchase price if for any reason taxpayer’s service with the issuer terminates. The issuer’s repurchase right lapses in a series of installments over a ______ -year period ending on ________ __, ______.

F. The fair market value of such property at the time of transfer (determined without regard to any restriction other than a restriction which by its terms will never lapse) is $____ per share.

G. The amount paid for such property is $____ per share.

H. A copy of this statement was furnished to FireEye, Inc., for whom taxpayer rendered the services underlying the transfer of such property.

I. This statement is executed on ________ __, ______.

Signature of Spouse (if any) ___________________________ Signature of Taxpayer ___________________________

Within 30 days after the date of exercise, this election must be filed with the Internal Revenue Service Center where the Optionee files his or her federal income tax returns. The filing should be made by registered or certified mail, return receipt requested. The Optionee must (a) file a copy of the completed form with his or her federal tax return for the current tax year and (b) deliver an additional copy to the Company.
The Transferee is acquiring shares of the Common Stock of FireEye, Inc. on the following terms:

Name of Transferee: «Name»
Total Number of Transferred Shares: «TotalShares»
Date of Transfer: «DateTransfer»
Vesting Commencement Date: «VestComDate»
Vesting Schedule: [The Forfeiture Condition shall lapse with respect to the first 25% of the Transferred Shares when the Transferee completes 12 months of continuous Service after the Vesting Commencement Date set forth above. The Forfeiture Condition shall lapse with respect to an additional 1/48 * of the Transferred Shares when the Transferee completes each month of continuous Service thereafter.]

By signing below, the Transferee and the Company agree that the acquisition of the Transferred Shares is governed by the terms and conditions of the 2008 Stock Plan and the Stock Grant Agreement. Both of these documents are attached to, and made a part of, this Summary of Stock Grant. The Transferee further agrees that the Company may deliver by email all documents relating to the Plan or this grant (including, without limitation, a copy of the Plan) and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the Securities and Exchange Commission). The Transferee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Transferee by email.

TRANSFEREE:

FIREEYE, INC.

By: ____________________________
Title: ____________________________
SECTION 1. ACQUISITION OF SHARES.

(a) Transfer. On the terms and conditions set forth in the Summary of Stock Grant and this Agreement, the Company agrees to transfer to the Transferee the number of Shares set forth in the Summary of Stock Grant. The transfer shall occur at the offices of the Company on the date of transfer set forth in the Summary of Stock Grant or at such other place and time as the parties may agree.

(b) Consideration. The Transferee and the Company agree that the Transferred Shares are being issued to the Transferee as consideration for a portion of the services performed by the Transferee for the Company.

(c) Stock Plan and Defined Terms. The transfer of the Transferred Shares is subject to the Plan, a copy of which the Transferee acknowledges having received. The provisions of the Plan are incorporated into this Agreement by this reference. Capitalized terms are defined in Section 12 of this Agreement.

SECTION 2. FORFEITURE CONDITION.

(a) Scope of Forfeiture Condition. All Transferred Shares initially shall be Restricted Shares and shall be subject to forfeiture to the Company. The Transferee shall not transfer, assign, encumber or otherwise dispose of any Restricted Shares without the Company’s written consent, except as provided in the following sentence. The Transferee may transfer Restricted Shares to one or more members of the Transferee’s Immediate Family or to a trust established by the Transferee for the benefit of the Transferee and/or one or more members of the Transferee’s Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Transferee transfers any Restricted Shares, then this Agreement shall apply to the Subsequent Transferee to the same extent as to the Transferee.

(b) Vesting. The Forfeiture Condition shall lapse and the Restricted Shares shall become vested in accordance with the vesting schedule set forth in the Summary of Stock Grant.

(c) Execution of Forfeiture. The Forfeiture Condition shall be applicable only if the Transferee’s Service terminates for any reason, with or without cause, including (without limitation) death or disability, before all Restricted Shares have become vested. In the event that the Transferee’s Service terminates for any reason, the certificate(s) representing any remaining Restricted Shares shall be delivered to the Company. The Company shall make no payment for Restricted Shares that are forfeited.
(d) **Additional Shares or Substituted Securities.** In the event of the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities without receipt of consideration, any new, substituted or additional securities or other property (including money paid other than as an ordinary cash dividend) which are by reason of such transaction distributed with respect to any Restricted Shares or into which such Restricted Shares thereby become convertible shall immediately be subject to the Forfeiture Condition. Appropriate adjustments to reflect the distribution of such securities or property shall be made to the number and/or class of the Restricted Shares.

(e) **Termination of Rights as Stockholder.** If Restricted Shares are forfeited in accordance with this Section 2, then the person who is to forfeit such Restricted Shares shall no longer have any rights as a holder of such Restricted Shares. Such Restricted Shares shall be deemed to have been forfeited in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(f) **Escrow.** Upon issuance, the certificates for Restricted Shares shall be deposited in escrow with the Company to be held in accordance with the provisions of this Agreement. Any new, substituted or additional securities or other property described in Subsection (d) above shall immediately be delivered to the Company to be held in escrow, but only to the extent the Transferred Shares are at the time Restricted Shares. All regular cash dividends on Restricted Shares (or other securities at the time held in escrow) shall be paid directly to the Transferee and shall not be held in escrow. Restricted Shares, together with any other assets or securities held in escrow hereunder, shall be (i) surrendered to the Company for forfeiture and cancellation in the event that the Forfeiture Condition or Right of First Refusal applies or (ii) released to the Transferee upon the Transferee’s request to the extent the Transferred Shares are no longer Restricted Shares (but not more frequently than once every six months). In any event, all Transferred Shares that have vested (and any other vested assets and securities attributable thereto) shall be released within 60 days after the earlier of (i) the termination of the Transferee’s Service or (ii) the lapse of the Right of First Refusal.

(g) **Part-Time Employment and Leaves of Absence.** If the Transferee commences working on a part-time basis, then the Company may adjust the vesting schedule set forth in the Summary of Stock Grant in accordance with the Company’s part-time work policy or the terms of an agreement between the Transferee and the Company pertaining to his or her part-time schedule. If the Transferee goes on a leave of absence, then the Company may adjust the vesting schedule set forth in the Summary of Stock Grant in accordance with the Company’s leave of absence policy or the terms of such leave. Except as provided in the preceding sentence, Service shall be deemed to continue while the Transferee is on a *bona fide* leave of absence, if (i) such leave was approved by the Company in writing and (ii) continued crediting of Service is expressly required by the terms of such leave or by applicable law (as determined by the Company). Service shall be deemed to terminate when such leave ends, unless the Transferee immediately returns to active work.
SECTION 3. RIGHT OF FIRST REFUSAL.

(a) Right of First Refusal. In the event that the Transferee proposes to sell, pledge or otherwise transfer to a third party any Transferred Shares, or any interest in Transferred Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Transferred Shares. If the Transferee desires to transfer Transferred Shares, the Transferee shall give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Transferred Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Subsequent Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Transferee and by the proposed Subsequent Transferee and must constitute a binding commitment of both parties to the transfer of the Transferred Shares. The Company shall have the right to purchase all, and not less than all, of the Transferred Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

(b) Transfer of Shares. If the Company fails to exercise its Right of First Refusal within 30 days after receiving the Transfer Notice, the Transferee may, not later than 90 days after the Company received the Transfer Notice, conclude a transfer of the Transferred Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities laws and not in violation of any other contractual restrictions to which the Transferee is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Transferee, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Transferred Shares on the terms set forth in the Transfer Notice within 60 days after the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Transferred Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Transferred Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) Additional or Exchanged Securities and Property. In the event of a merger or consolidation of the Company with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Transferred Shares subject to this Section 3 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Transferred Shares subject to this Section 3.
(d) **Termination of Right of First Refusal.** Any other provision of this Section 3 notwithstanding, in the event that the Stock is readily tradable on an established securities market when the Transferee desires to transfer Transferred Shares, the Company shall have no Right of First Refusal, and the Transferee shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) **Permitted Transfers.** This Section 3 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Transferee’s Immediate Family or to a trust established by the Transferee for the benefit of the Transferee and/or one or more members of the Transferee’s Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Transferee transfers any Transferred Shares, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Subsequent Transferee to the same extent as to the Transferee.

(f) **Termination of Rights as Stockholder.** If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 3, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

(g) **Assignment of Right of First Refusal.** The Board of Directors may freely assign the Company’s Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company’s rights and obligations under this Section 3.

**SECTION 4. OTHER RESTRICTIONS ON TRANSFER.**

(a) **Transferee Representations.** In connection with the issuance and acquisition of Shares under this Agreement, the Transferee hereby represents and warrants to the Company as follows:

(i) The Transferee is acquiring and will hold the Transferred Shares for investment for his or her account only and not with a view to, or for resale in connection with, any “distribution” thereof within the meaning of the Securities Act.

(ii) The Transferee understands that the Transferred Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Transferred Shares must be held indefinitely, unless they are subsequently registered under the Securities Act or the Transferee obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required. The Transferee further acknowledges and understands that the Company is under no obligation to register the Transferred Shares.
(iii) The Transferee is aware of the adoption of Rule 144 by the Securities and Exchange Commission under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions, including (without limitation) the availability of certain current public information about the issuer, the resale occurring only after the holding period required by Rule 144 has been satisfied, the sale occurring through an unsolicited “broker’s transaction,” and the amount of securities being sold during any three-month period not exceeding specified limitations. The Transferee acknowledges and understands that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no plans to satisfy these conditions in the foreseeable future.

(iv) The Transferee will not sell, transfer or otherwise dispose of the Transferred Shares in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules promulgated thereunder, including Rule 144 under the Securities Act. The Transferee agrees that he or she will not dispose of the Transferred Shares unless and until he or she has complied with all requirements of this Agreement applicable to the disposition of Transferred Shares and he or she has provided the Company with written assurances, in substance and form satisfactory to the Company, that (A) the proposed disposition does not require registration of the Transferred Shares under the Securities Act or all appropriate action necessary for compliance with the registration requirements of the Securities Act or with any exemption from registration available under the Securities Act (including Rule 144) has been taken and (B) the proposed disposition will not result in the contravention of any transfer restrictions applicable to the Transferred Shares under applicable state law.

(v) The Transferee has been furnished with, and has had access to, such information as he or she considers necessary or appropriate for deciding whether to invest in the Transferred Shares, and the Transferee has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Transferred Shares.

(vi) The Transferee is aware that his or her investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. The Transferee is able, without impairing his or her financial condition, to hold the Transferred Shares for an indefinite period and to suffer a complete loss of his or her investment in the Transferred Shares.

(b) Securities Law Restrictions. Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any State, the Company at its discretion may impose
restrictions upon the sale, pledge or other transfer of the Transferred Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any State or any other law.

(c) Market Stand-Off. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company’s initial public offering, the Transferee or a Subsequent Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Transferred Shares without the prior written consent of the Company or its managing underwriter. Such restriction (the “Market Stand-Off”) shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company’s initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Transferred Shares until the end of the applicable stand-off period. The Company’s underwriters shall be beneficiaries of the agreement set forth in this Subsection (c). This Subsection (c) shall not apply to Shares registered in the public offering under the Securities Act.

(d) Rights of the Company. The Company shall not be required to (i) transfer on its books any Transferred Shares that have been sold or transferred in contravention of this Agreement or (ii) treat as the owner of Transferred Shares, or otherwise to accord voting, dividend or liquidation rights to, any Subsequent Transferee to whom Transferred Shares have been transferred in contravention of this Agreement.

SECTION 5. SUCCESSORS AND ASSIGNS.

Except as otherwise expressly provided to the contrary, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and be binding upon the Transferee and the Transferee’s legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person has become a party to this Agreement or has agreed in writing to join herein and to be bound by the terms, conditions and restrictions hereof.
SECTION 6. NO RETENTION RIGHTS.

Nothing in this Agreement or in the Plan shall confer upon the Transferee any right to continue providing services to the Company for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company or of the Transferee, which rights are hereby expressly reserved by each, to terminate his or her service at any time and for any reason, with or without cause.

SECTION 7. TAX ELECTION.

The acquisition of the Transferred Shares may result in adverse tax consequences that may be avoided or mitigated by filing an election under Code Section 83(b). Such election may be filed only within 30 days after the date of transfer set forth in the Summary of Stock Grant. The form for making the Code Section 83(b) election is attached to this Agreement as an Exhibit. The Transferee should consult with his or her tax advisor to determine the tax consequences of acquiring the Transferred Shares and the advantages and disadvantages of filing the Code Section 83(b) election. The Transferee acknowledges that it is his or her sole responsibility, and not the Company’s, to file a timely election under Code Section 83(b), even if the Transferee requests the Company or its representatives to make this filing on his or her behalf.

SECTION 8. LEGENDS.

All certificates evidencing Transferred Shares shall bear the following legends:

“THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES AND IMPOSES CERTAIN FORFEITURE CONDITIONS UPON TERMINATION OF SERVICE WITH THE COMPANY. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE.”

“THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”
If required by the authorities of any State in connection with the issuance of the Transferred Shares, the legend or legends required by such State authorities shall also be endorsed on all such certificates.

SECTION 9. NOTICE.

Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Transferee at the address that he or she most recently provided to the Company in accordance with this Section 9.

SECTION 10. ENTIRE AGREEMENT.

The Summary of Stock Grant, this Agreement and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

SECTION 11. CHOICE OF LAW.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State.
SECTION 12. DEFINITIONS.

(a) “Agreement” shall mean this Stock Grant Agreement.

(b) “Board of Directors” shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.

(c) “Cause” shall have the meaning defined in Transferee’s offer letter agreement with the Company or incorporated therein.

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

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

(f) “Company” shall mean FireEye, Inc., a Delaware corporation.

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

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

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

(j) “Forfeiture Condition” shall mean the forfeiture condition described in Section 2.

(k) “Good Reason” shall have the meaning defined in Transferee’s offer letter agreement with the Company or incorporated therein.

(l) “Immediate Family” shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

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

(n) “Parent” shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(o) “Plan” shall mean the FireEye, Inc. 2008 Stock Plan, as amended.

(p) “Restricted Share” shall mean a Transferred Share that is subject to the Forfeiture Condition.
(q) “Right of First Refusal” shall mean the Company’s right of first refusal described in Section 3.

(r) “Securities Act” shall mean the Securities Act of 1933, as amended.

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

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

(u) “Stock” shall mean the Common Stock of the Company.

(v) “Subsequent Transferee” shall mean any person to whom the Transferee has directly or indirectly transferred any Transferred Shares.

(w) “Subsidiary” shall mean any corporation (other than the Company) in an unbroken chain or corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(x) “Summary of Stock Grant” shall mean the document so entitled to which this Agreement is attached.

(y) “Transferee” shall mean the individual named in the Summary of Stock Grant.

(z) “Transfer Notice” shall mean the notice of a proposed transfer of Transferred Shares described in Section 3.

(aa) “Transferred Shares” shall mean the Shares acquired by the Transferee pursuant to this Agreement.
SECTION 83(d) ELECTION

This statement is made under Section 83(b) of the Internal Revenue Code of 1986, as amended, pursuant to Treasury Regulations Section 1.83-2.

(1) The taxpayer who performed the services is:
   Name: __________________________________________
   Address: ________________________________________
   ________________________________________________
   Social Security No.: _____________________________

(2) The property with respect to which the election is made is ______ shares of the common stock of FireEye, Inc.

(3) The property was transferred on __________ ___, ______.

(4) The taxable year for which the election is made is the calendar year ______.

(5) The property is subject to forfeiture if for any reason taxpayer’s service with the issuer terminates. The forfeiture condition lapses in a series of installments over a _____-year period ending on _________ ___, ______.

(6) The fair market value of such property at the time of transfer (determined without regard to any restriction other than a restriction that by its terms will never lapse) is $_________ per share.

(7) No amount was paid for such property.

(8) A copy of this statement was furnished to FireEye, Inc., for whom taxpayer rendered the services underlying the transfer of such property.

(9) This statement is executed on __________ ___, ______.

__________________________________________________  __________________________________________________
Spouse (if any)  Taxpayer

Within 30 days after the date of transfer, this election must be filed with the Internal Revenue Service Center where the Transferee files his or her federal income tax returns. The filing should be made by registered or certified mail, return receipt requested. The Transferee must (a) file a copy of the completed form with his or her federal tax return for the current tax year and (b) deliver an additional copy to the Company.
Pursuant to the FireEye, Inc. 2008 Stock Plan, this Notice of Restricted Stock Unit Grant, and the terms and conditions set forth in the Restricted Stock Unit Agreement, FireEye, Inc. has made a grant of Restricted Stock Units (“RSUs”) to the Holder named below:

Name of Holder: «Name»
Total Number of RSUs: «TotalRSUs»
Date of Grant: «DateGrant»
Vesting Commencement Date: «VestingCommencementDate»
Vesting Schedule: «InsertVestingSchedule»
Expiration Date: The date on which the settlement of all RSUs granted hereunder occurs. The RSU expires earlier if your Service terminates earlier, as described in the Restricted Stock Unit Agreement.

By signing below, the Holder and the Company agree that these Restricted Stock Units are granted under, and governed by, the terms and conditions of, the 2006 Stock Plan and the Restricted Stock Unit Agreement and any exhibit thereto. Both of these documents are made a part of this Notice of Restricted Stock Unit Grant.

Holder: __________________________________________

Holder’s Signature

FireEye, Inc.

By: __________________________________________
Title: __________________________________________
Pursuant to the FireEye, Inc. 2008 Stock Plan as amended (the “Plan”) and the terms and conditions set forth in this Restricted Stock Unit Agreement, and any exhibit hereto (together with the Notice of Restricted Stock Unit Grant, the “RSU Agreement”), FireEye, Inc. (the “Company”) hereby grants an Award of the number of Restricted Stock Units listed in the Notice of Restricted Stock Unit Grant (an “RSU”) to the Holder named in the Notice of Restricted Stock Unit Grant. Each Restricted Stock Unit shall relate to one Share. Capitalized terms in this RSU Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein. The RSU may also be subject to the country-specific provisions set forth on Exhibit A hereto, which is part of this RSU Agreement.

1. **Restrictions on Transfer of RSU.** The RSU may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Holder, and, subject to the restrictions contained in this RSU Agreement and the Plan, Shares issuable with respect to the RSU may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the RSU has vested as provided in Section 2 of this RSU Agreement and (ii) Shares have been issued to the Holder in accordance with the terms of the Plan and this RSU Agreement. In addition, the RSU and any Shares issuable upon settlement of the RSU, may be subject to the restrictions contained herein, including, without limitation, the country-specific terms set forth in Exhibit A, and in the Plan.

2. **Conditions and Vesting of Restricted Stock Units.** The RSUs awarded under this RSU Agreement will vest in accordance with the Vesting Schedule set forth in the Notice of Restricted Stock Unit Grant. Each date as of which Shares subject to RSUs vest shall be referred to as a “Vesting Date.”

3. **Termination of Service.** If the Holder’s active Service with the Company terminates for any reason (including death or disability) prior to the satisfaction of vesting, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Holder nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such forfeited Restricted Stock Units.
4. **Settlement and Receipt of Shares of Stock.** As soon as practicable following each Vesting Date (but in no event later than March 15th of the year following the calendar year in which such Vesting Date occurs), the Company shall issue to the Holder the number of Shares equal to the aggregate number of Restricted Stock Units that have vested pursuant to Section 2 of this RSU Agreement on such Vesting Date, and the Holder shall thereafter have all the rights of a stockholder of the Company with respect to such Shares.

5. **Incorporation of Plan.** Notwithstanding anything herein to the contrary, this RSU Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Board of Directors to administer the Plan as set forth in the Plan.

6. **Tax Withholding.** The Holder acknowledges that, regardless of any action taken by the Company or, if different, the Holder’s employer (the “Employer”), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Holder’s participation in the Plan and legally applicable to the Holder (“Tax-Related Items”) is and remains the Holder’s responsibility and may exceed the amount actually withheld by the Company or the Employer. The Holder further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSU, including, but not limited to, the grant, vesting or settlement of the RSU, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSU to reduce or eliminate the Holder’s liability for Tax-Related Items or achieve any particular tax result. Further, if the Holder is subject to Tax-Related Items in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, the Holder acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Holder agrees to make adequate arrangements to satisfy all Tax-Related Items. In this regard, the Holder authorizes the Company and/or the Employer, or their respective agents, in their sole discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (i) by withholding from Shares to be issued to the Holder a number of Shares with an aggregate Fair Market Value that would satisfy the minimum withholding amount due; (ii) by the Company causing its transfer agent to sell from the number of Shares to be issued to the Holder, the number of Shares necessary to satisfy the Tax-Related Items to be withheld from the Holder on account of such transfer; or (iii) by withholding from the Holder’s wages or other cash compensation paid to the Holder by the Company and/or the Employer.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case the Holder will receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Holder is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.
Finally, the Holder agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Holder’s participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Holder fails to comply with the Holder’s obligations in connection with the Tax-Related Items.

7. **Right of First Refusal.**

   (a) **Transfer Notice.** In the event that the Holder proposes to sell, pledge or otherwise transfer to a third party any Shares acquired pursuant to the settlement of the RSU under this RSU Agreement, or any interest in such Shares, the Company shall have the Right of First Refusal with respect to all of such Shares. If the Holder desires to transfer any Shares acquired pursuant to the settlement of the RSU under this RSU Agreement, the Holder shall give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable federal, state, local or foreign securities laws. The Transfer Notice shall be signed both by the Holder and by the proposed Transferee and must constitute a binding commitment of both parties to the transfer of the Shares. The Company shall have the right to purchase all, or less than all, of the Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

   (b) **Transfer of Shares.** If the Company fails to exercise its Right of First Refusal within 30 days after the date when it received the Transfer Notice, the Holder may, not later than 90 days following receipt of the Transfer Notice by the Company, conclude a transfer of the Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, state, local and foreign securities laws and not in violation of any other contractual restrictions to which the Holder is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Holder, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First Refusal, the parties shall consummate the sale of the Shares on the terms set forth in the Transfer Notice within 60 days after the date when the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

   (c) **Additional or Exchanged Securities and Property.** In the event of a merger or consolidation of the Company with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities, any
security or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Shares subject to this Section 7 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Shares subject to this Section 7.

(d) **Termination of Right of First Refusal.** Any other provision of this Section 7 notwithstanding, in the event that the Stock is readily tradable on an established securities market when the Holder desires to transfer Shares, the Company shall have no Right of First Refusal, and the Holder shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) **Permitted Transfers.** This Section 7 shall not apply to (i) a transfer by beneficiary designation, will or intestate succession or (ii) a transfer to one or more members of the Holder’s Immediate Family or to a trust established by the Holder for the benefit of the Holder and/or one or more members of the Holder’s Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this RSU Agreement. If the Holder transfers any Shares acquired under this RSU Agreement, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this RSU Agreement shall apply to the Transferee to the same extent as to the Holder.

(f) **Termination of Rights as Shareholder.** If the Company makes available, at the time and place and in the amount and form provided in this RSU Agreement, the consideration for the Shares to be purchased in accordance with this Section 7, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this RSU Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this RSU Agreement.

(g) **Assignment of Right of First Refusal.** The Board of Directors may freely assign the Company’s Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company’s rights and obligations under this Section 7.

(h) **Definitions.**

(i) **Immediate Family** means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

(ii) **Right of First Refusal** means the Company’s right of first refusal described in Section 7.

(iii) **Transferee** means any person to whom the Holder has directly or indirectly transferred any Share acquired upon settlement of the RSU.
8. **Legality of Initial Issuance.** No Shares shall be issued upon the settlement of the RSU under this RSU Agreement unless and until the Company has determined that:

   (a) It and the Holder have taken any actions required to register the Shares under the U.S. Securities Act of 1933 (the “Securities Act”) or to perfect an exemption from the registration requirements thereof;

   (b) Any applicable listing requirement of any stock exchange or other securities market on which Stock is listed has been satisfied; and

   (c) Any other applicable provision of federal, state, local or foreign law has been satisfied.

9. **No Registration Rights.** The Company may, but shall not be obligated to, register or qualify the sale of Shares under the Securities Act or any other applicable securities law. The Company shall not be obligated to take any affirmative action in order to cause the sale of Shares under this RSU Agreement to comply with any law.

10. **Restrictions on Transfer of Shares.**

    (a) **Securities Law Restrictions.** Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any state or country, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any state or country or any other law.

    (b) **Market Stand-Off.** In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company’s Initial Public Offering, the Holder or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares acquired under this RSU Agreement without the prior written consent of the Company or its managing underwriter. Such restriction (the “Market Stand-Off”) shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of the Company’s Initial Public Offering. In the
event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this RSU Agreement until the end of the applicable stand-off period. The Company’s underwriters shall be beneficiaries of the agreement set forth in this Subsection (b). This Subsection (b) shall not apply to Shares registered in the public offering under the Securities Act.

(c) **Investment Intent at Grant.** The Holder represents and agrees that the Shares to be acquired upon settlement of the RSU under this RSU Agreement will be acquired for investment, and not with a view to the sale or distribution thereof. In the event the Shares have not yet been registered under the Securities Act at the time the RSUs are paid to Holder, Holder shall, if required by the Company, concurrently with the receipt of all or any portion of this Award of RSUs, deliver to the Company his or her Investment Representation Statement in the form attached hereto as Exhibit B.

(d) **Legends.** All certificates evidencing Shares acquired under this RSU Agreement shall bear the following legend:

“THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE.”

All certificates evidencing Shares acquired under this RSU Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

“THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

(e) **Removal of Legends.** If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing Shares acquired under this RSU Agreement is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but without such legend.
(f) Administration. Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 10 shall be conclusive and binding on the Holder and all other persons.

11. Adjustment of Shares. In the event of any transaction described in Section 8(a) of the Plan, the terms of the RSU (including, without limitation, the number and kind of Shares subject to the RSU) shall be adjusted as set forth in Section 8(a) of the Plan. In the event that the Company is a party to a merger or consolidation, the RSU shall be subject to the agreement of merger or consolidation, as provided in Section 8(b) of the Plan.

12. Nature of Grant. In accepting the grant, the Holder acknowledges, understands, and agrees that:

   (1) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

   (2) the grant of the RSU is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

   (3) all decisions with respect to future RSU or other grants, if any, will be at the sole discretion of the Company;

   (4) the RSU grant and the Holder’s participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any Subsidiary or Parent and shall not interfere with the ability of the Company, the Employer or any Subsidiary or Parent, as applicable, to terminate the Holder’s Service (if any);

   (5) the Holder is voluntarily participating in the Plan;

   (6) the RSU and the Shares subject to the RSU are not intended to replace any pension rights or compensation;

   (7) the RSU and the Shares subject to the RSU, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

   (8) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
(9) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSU resulting from the termination of the Holder’s Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Holder is employed or the terms of the Holder’s employment agreement, if any), and in consideration of the grant of the RSU, to which the Holder is otherwise not entitled, the Holder irrevocably agrees never to institute any claim against the Company, any Subsidiary or Parent or the Employer, waives the Holder’s ability, if any, to bring any such claim, and releases the Company, any Subsidiary or Parent and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Holder shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(10) for purposes of the RSU, the Holder’s Service will be considered terminated as of the date the Holder is no longer actively providing services to the Company or any Subsidiary or Parent (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Holder is employed or the terms of the Holder’s employment agreement, if any) and unless otherwise expressly provided in this RSU Agreement or determined by the Company, the Holder’s right to vest in the RSU under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Holder’s period of service would not include any contractual notice period or any period of “garden leave” or similar period mandated under employment laws in the jurisdiction where the Holder is employed or the terms of the Holder’s employment agreement, if any); the Board of Directors shall have the exclusive discretion to determine when the Holder is no longer actively providing services for purposes of the Holder’s RSU grant (including whether the Holder may still be considered to be providing services while on an approved leave of absence);

(11) unless otherwise provided in the Plan or by the Company in its discretion, the RSU and the benefits evidenced by this RSU Agreement do not create any entitlement to have the RSU or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and

(12) the Holder acknowledges and agrees that neither the Company, the Employer nor any Subsidiary or Parent shall be liable for any foreign exchange rate fluctuation between the Holder’s local currency and the United States Dollar that may affect the value of the RSU or of any amounts due to the Holder pursuant to the settlement of the RSU or the subsequent sale of any Shares acquired upon settlement.

13. Data Privacy. The Holder hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Holder’s personal data as described in this RSU Agreement and any other RSU grant materials (“Data”) by and among, as applicable, the Employer, the Company, its Subsidiaries and Parents for the exclusive purpose of implementing, administering and managing the Holder’s participation in the Plan.
The Holder understands that the Company and the Employer may hold certain personal information about the Holder, including, but not limited to, the Holder’s name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Holder’s favor, for the exclusive purpose of implementing, administering and managing the Plan.

The Holder understands that Data will be transferred to its designated Plan broker or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Holder understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients’ country (e.g., the United States) may have different data privacy laws and protections than the Holder’s country. The Holder understands that the Holder may request a list with the names and addresses of any potential recipients of the Data by contacting the Holder’s local human resources representative. The Holder authorizes the Company, its designated Plan broker and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Holder’s participation in the Plan. The Holder understands that Data will be held only as long as is necessary to implement, administer and manage the Holder’s participation in the Plan. The Holder understands that the Holder may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Holder’s local human resources representative. Further, the Holder understands that the Holder is providing the consents herein on a purely voluntary basis. If the Holder does not consent, or if the Holder later seeks to revoke the Holder’s consent, the Holder’s Service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Holder’s consent is that the Company would not be able to grant the Holder RSUs or other equity awards or administer or maintain such awards. Therefore, the Holder understands that refusing or withdrawing the Holder’s consent may affect the Holder’s ability to participate in the Plan. For more information on the consequences of the Holder’s refusal to consent or withdrawal of consent, the Holder understands that the Holder may contact the Holder’s local human resources representative.

14. Section 409A. For U.S. taxpayers, this RSU is intended to constitute a “short term deferral” for purposes of Section 409A of the Code to the greatest extent possible, and otherwise is intended to comply with Section 409A of the Code, and the RSU will be administered and interpreted in accordance with that intent. To the extent that any provision of this RSU Agreement is ambiguous as to its exemption from, or compliance with, Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder are either exempt from, or comply with, Section 409A of the Code. Solely for purposes of Section 409A of the Code, each issuance of Shares on a Vesting Date shall be considered a separate payment. The Company makes no representation or warranty and shall have no liability to the Holder or any other person if any provisions of this RSU are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.
15. **Miscellaneous Provisions.**

(a) **Rights as a Stockholder.** Neither the Holder nor the Holder’s representative shall have any rights as a stockholder with respect to any Shares subject to the RSU until the Holder or the Holder’s representative are issued Shares in settlement of the RSU in accordance with the terms and conditions of the Plan and this RSU Agreement.

(b) **Notice.** Any notice required by the terms of this RSU Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service or local country equivalent, by registered or certified mail, with postage and fees prepaid or (iii) deposit with Federal Express Corporation, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Holder at the address that he or she most recently provided to the Company in accordance with this Subsection (c).

(c) **Entire Agreement.** This RSU Agreement, including any exhibit attached hereto, and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

(d) **Choice of Law; Venue.** This RSU Agreement shall be governed by, and construed in accordance with, the laws of the State of California, as such laws are applied to contracts entered into and performed in such State.

For purposes of litigating any dispute that arises under this grant or the RSU Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, agree that such litigation shall be conducted in the courts of San Mateo County, or the federal courts for the United States for the Northern District of California, where this grant is made and/or to be performed.

(e) **Electronic Delivery of Documents.** The Holder agrees that the Company may deliver by email all documents relating to the Plan or the RSU (including, without limitation, a copy of the Plan) and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the Securities and Exchange Commission). The Holder also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it shall notify the Holder by email. Furthermore, the Holder agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

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

(g) **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Holder’s participation in the Plan, on this RSU and on any Shares acquired under the Plan, to the extent that the Company determines that it is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan, and to require the Holder to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
(h) **No Advice Regarding RSU.** The Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendations regarding the Holder’s participation in the Plan, or his or her acquisition or sale of Shares issued pursuant to this RSU. The Holder is solely responsible for taking all appropriate legal advice, notably concerning U.S. and local country tax and social security regulations, when signing this RSU Agreement, or selling the Shares acquired upon settlement of the RSU, or more generally when making any decision in relation with this RSU, this RSU Agreement or otherwise under the Plan. The Company does not represent or guaranty that the Holder may benefit from specific provisions under said regulations and the Holder shall on his or her own efforts receive proper information in this respect. The Holder is hereby advised to consult with his or her personal tax, legal, and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

(i) **Language.** If the Holder has received this RSU Agreement or any other document related to 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.

(j) **Waiver.** The Holder acknowledges that a waiver by the Company or breach of any provision of this RSU Agreement shall not operate or be construed as a waiver of any other provision of this RSU Agreement, or of any subsequent breach by the Holder or any other Holder.

(k) **Country-Specific Provisions.** Notwithstanding any provisions in this RSU Agreement, the RSU grant may be subject to any country-specific provisions set forth in Exhibit A to this RSU Agreement for the Holder’s country. Moreover, if the Holder relocates to one of the countries included in Exhibit A, the special terms and conditions for such country will apply to the Holder, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Exhibit A constitutes part of this RSU Agreement.
By signing below, the Holder agrees that the RSU is granted under, and governed by the terms and conditions of, the Plan and this RSU Agreement including Exhibit A hereto containing country-specific provisions.

Holder’s Signature

Holder’s Name
EXHIBIT A

COUNTRY-SPECIFIC PROVISIONS
FOR RESTRICTED STOCK UNITS
GRANTED UNDER THE
FIREYE, INC. 2008 STOCK PLAN
EXHIBIT B
INVESTMENT REPRESENTATION STATEMENT

REPRESENTATIONS AND ACKNOWLEDGMENTS OF THE HOLDER:

1. I represent and warrant to the Company that I am acquiring and will hold the shares subject to the Award of RSUs (the “Shares”) for investment for my account only, and not with a view to, or for resale in connection with, any “distribution” of the Shares within the meaning of the Securities Act of 1933, as amended (the “Securities Act”).

2. I understand that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Shares must be held indefinitely, unless they are subsequently registered under the Securities Act or I obtain an opinion of counsel (in form and substance satisfactory to the Company and its counsel) that registration is not required.

3. I acknowledge that the Company is under no obligation to register the Shares.

4. I am aware of the adoption of Rule 144 by the Securities and Exchange Commission under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions. These conditions include (without limitation) that certain current public information about the issuer is available, that the resale occurs only after the holding period required by Rule 144 has been satisfied, that the sale occurs through an unsolicited “broker’s transaction” and that the amount of securities being sold during any three-month period does not exceed specified limitations. I understand that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no plans to satisfy these conditions in the foreseeable future.

5. I will not sell, transfer or otherwise dispose of the Shares in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules promulgated thereunder, including Rule 144 under the Securities Act.

6. I acknowledge that I have received and had access to such information as I consider necessary or appropriate for deciding whether to invest in the Shares and that I had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Shares.

7. I am aware that my investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. I am able, without impairing my financial condition, to hold the Shares for an indefinite period and to suffer a complete loss of my investment in the Shares.

8. I acknowledge that the Shares remain subject to the Company’s right of first refusal and the market stand-off (sometimes referred to as the “lock-up”) all in accordance with the Notice of Restricted Stock Unit Grant and the RSU Agreement.

9. I acknowledge that I am acquiring the Shares subject to all other terms of the Notice of Restricted Stock Unit Grant and the RSU Agreement.

10. I agree that the Company does not have a duty to design or administer the 2008 Stock Plan or its other compensation programs in a manner that minimizes my tax liabilities. I will not make any claim against the Company or its Board of Directors, officers or employees related to tax liabilities arising from my options or my other compensation. In particular, I acknowledge that my RSUs are intended to be exempt from Section 409A of the Internal Revenue Code. I acknowledge that there is no guarantee that the Internal Revenue Service will agree, and I acknowledge that I am responsible for my own tax liability that may arise as a result of the Shares.
11. I have had the opportunity to review the federal, state, local and foreign tax consequences related to the Award of RSUs with a tax advisor.

12. I agree to seek the consent of my spouse to the extent required by the Company to enforce the foregoing.

SIGNATURE:  

DATE:
APPENDIX
TO THE
FIREEye, Inc. 2008 STOCK PLAN:
STOCK OPTION AGREEMENT (INTERNATIONAL)

COUNTRY-SPECIFIC TERMS AND CONDITIONS FOR
NON-U.S. OPTIONEES

TERMS AND CONDITIONS
This Appendix includes additional terms and conditions that govern the option granted to the Optionee under the 2008 Stock Plan (the “Plan”) if he or she is in one of the countries listed below at the time of grant. Certain capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Agreement.

NOTIFICATIONS
This Appendix may also include information regarding exchange controls and certain other issues of which the Optionee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other laws in effect in the respective countries as of April 2013. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee not rely on the information in this Appendix as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Optionee exercises the option or sells Shares acquired under the Plan.

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

Finally, if the Optionee is a citizen or resident of a country other than the one in which the Optionee is currently working, transfers employment after the option is granted, or is considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to the Optionee, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Optionee.
ARGENTINA

NOTIFICATIONS

Type of Offering. Neither the option nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina. The offer is private and not subject to the supervision of any Argentine governmental authority.

Exchange Control Information. Depending upon the method of exercise chosen for the option, the Optionee may be subject to restrictions with respect to the purchase and/or transfer of U.S. dollars pursuant to Argentine currency exchange regulations. The Company reserves the right to restrict the methods of exercise if required under Argentine laws.

Under current regulations adopted by the Argentine Central Bank (the “BCRA”), the Optionee may purchase and remit foreign currency with a value of up to US$2,000,000 per month for the purpose of acquiring foreign securities, including Shares, without prior approval from the BCRA. However, the Optionee must register the purchase with the BCRA and execute and submit an affidavit to the entity selling the foreign currency confirming that the Optionee has not purchased and remitted funds in excess of US$2,000,000 during the relevant month.

In the event that the Optionee transfers proceeds in excess of US$2,000,000 from the sale of Shares into Argentina in a single month, he or she will be required to place 30% of any proceeds in excess of US$2,000,000 in a non-interest-bearing, dollar-denominated mandatory deposit account for a holding period of 365 days.

The Optionee must comply with any and all Argentine currency exchange restrictions, approvals and reporting requirements in connection with the exercise of the option.

AUSTRALIA

TERMS AND CONDITIONS

Exercise Procedures. This provision supplements Section 4 (“Exercise Procedures”) of the Agreement:

The Optionee shall vest in accordance with the vesting schedule set forth in the Notice of Stock Option Grant (International), provided, however, in no event shall the Optionee vest in or exercise the option unless and until a date which is the earlier of the date (the "Liquidity Date") on which:

(a) the Company’s Shares are publicly traded, quoted or listed on a recognized exchange or national securities market and are no longer subject to a market standoff restricting the Optionee’s sale or disposal of the Shares;

(b) the Company completes a transaction as described in Section 8(b) of the Plan and the Administrator determines that the options (i) will be assumed or substituted by a successor corporation, (ii) will terminate on or immediately prior to the merger, (iii) will vest and be exercisable immediately prior to the event or (iv) will be exchanged for cash or property equal to the amount attained at exercise; or
(c) the Optionee ceases to be an Employee, Consultant or Outside Director of the Company or one of its Subsidiaries for any reason.

The Optionee must continue to provide Services to the Company or one of its Subsidiaries through each of the vesting dates and the Liquidity Date to vest and be entitled to exercise the option. Should the Liquidity Date occur after any of the vesting dates set forth in the Notice of Grant (International), the Optionee will receive a credit for any vesting that would have occurred under the vesting schedule once the Liquidity Date occurs and will continue to vest in accordance with the vesting schedule thereafter, unless the Optionee cease to be an Employee, Consultant or Outside Director of the Company or one of its Subsidiaries (in which case the Optionee will have the post termination period set forth in the Plan and this Agreement to exercise any vested option).

Furthermore, if the options vest and become exercisable when the Fair Market Value per Share is equal to or less than the Exercise Price for the option, the Optionee shall not be permitted to exercise the vested options. In such event, the vested options may only be exercised starting on the U.S. business day following the first period of 30 consecutive days on which the Fair Market Value per Share has exceeded the Exercise Price for the options.

**Basic Term.** This provision replaces Section 7(a) (“Basic Term”) of the Agreement:

This option shall in any event expire on the expiration date set forth in the Notice of Stock Option Grant (International), provided such date is no later than (7) years after the Date of Grant (for U.S. taxpayers, five years after the Date of Grant if this option is designated as an ISO in the Notice of Stock Option Grant (International) and Section 3(b) of the Plan applies.

**NOTIFICATIONS**

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of the Optionee.

**Securities Law Information.** If the Optionee acquires Shares under the Plan and offers the Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Optionee should consult with his or her own legal advisor before making any such offer in Australia. *The Optionee should obtain legal advice on his or her disclosure obligations prior to making such offer.*

**BELGIUM**

**TERMS AND CONDITIONS**

**Taxation of Option.** The option may only be accepted 60 days after the offer (for tax at exercise). *The Optionee is advised to consult with his or her personal tax advisor regarding the tax consequences of accepting the offer.*
NOTIFICATIONS

Tax Reporting. The Optionee is required to report any bank accounts opened and maintained outside of Belgium, on his or her annual tax return.

BRAZIL

TERMS AND CONDITIONS

Compliance with Law. By accepting the option, the Optionee agrees to comply with all applicable Brazilian laws and agrees to report and pay any and all applicable taxes associated with the exercise of the options and the sale of the Shares acquired under the Plan.

NOTIFICATIONS

Exchange Control Information. If the Optionee is resident or domiciled in Brazil, the Optionee will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights exceeds US$100,000. Assets and rights that must be reported include Shares.

CANADA

TERMS AND CONDITIONS

Date Service Terminates. This provision replaces Section 7(e) (“Date Service Terminates”) of the Agreement:

Except with regard to bona fide leaves of absences as provided in (d) above, for purposes of an NSO, termination of Service as used in this Section 7 shall be effective as of the date that is the earlier of (a) the date the Optionee receives notice of termination of Service from the Company or, if different, his or her Employer, or (b) the date the Optionee is no longer actively working for the Company or its Parent or Subsidiaries (whether or not termination is in breach of local labor laws and is found to be invalid), regardless of any notice period or period of pay in lieu of such notice required under applicable laws (including, but not limited to statutory law, regulatory law and/or common law); the Board of Directors and/or the Committee shall have the exclusive discretion to determine when the Optionee is no longer actively providing Service for purposes of his or her option grant.

Securities Law Alert. The Optionee is not permitted to sell or otherwise dispose of the Shares acquired upon exercise of the option within Canada. The Optionee will be permitted to sell or dispose of Shares acquired upon the exercise of an option, provided the resale of Shares takes place outside of Canada. The Optionee may sell shares to the Company, provided the Company is located outside of Canada, or should the Company Shares be publicly traded, the Optionee may sell Shares through the facilities of a stock exchange on which the Shares are listed, provided it is outside of Canada.
FRANCE

TERMS AND CONDITIONS

Language Consent. By accepting the option, the Optionee confirms having read and understood the documents relating to this grant (the Plan, the Agreement and this Appendix) which were provided in the English language. The Optionee accepts the terms of those documents accordingly.

En acceptant l’attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan, le contrat et cette Annexe) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.

NOTIFICATIONS

Exchange Control Information. The Optionee may hold Shares purchased under the Plan outside of France provided that he or she annually declares all foreign bank and stock accounts, whether open, current, or closed, together with his or her personal income tax returns. It is the Optionee’s obligation to comply with the applicable exchange controls, not the Company’s or, if different, the Employer’s.

GERMANY

NOTIFICATIONS

Exchange Control Information. If the Optionee remits proceeds in excess of €12,500 out of or into Germany, such cross-border payment must be reported monthly to the State Central Bank.

HONG KONG

TERMS AND CONDITIONS

Sale of Shares. In the event the option vests within six months of the Date of Grant, the Optionee agrees that he or she will not exercise the option and sell the Shares acquired prior to the six-month anniversary of the Date of Grant.

Securities Law Information. The offer of the option and the Shares issued pursuant to the option do not constitute a public offering of securities under Hong Kong law and are available only to Employees, Consultants or Outside Directors of the Company or its Parent or Subsidiaries participating in the Plan. The Optionee should be aware that the contents of the Agreement 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 option is intended only for the personal use of each Optionee and may not be distributed to any other person. The Optionee is advised to exercise caution in relation to the offer. If the Optionee is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, the Optionee should obtain independent professional advice.
ISRAEL

TERMS AND CONDITIONS

Manner of Exercise. This provision supplements Section 6 of the Agreement:

Unless otherwise provided by the Committee, notwithstanding anything in Sections 2 or 6 of the Agreement to the contrary, the Optionees in Israel may not exercise their options unless and until there is a public market for the Company’s Shares, either as a result of their registration under the U.S. Exchange Act of 1934, as amended, or quotation on a recognized national securities exchange or if a successor or acquiring company converts awards to rights over its Shares and such Shares are publicly traded.

Further, notwithstanding anything in the Agreement to the contrary, the Optionee must exercise the option using the same day sale method (as described in Section 7(e) of the Plan) pursuant to which all Shares subject to the exercised option will be sold immediately upon exercise and the proceeds of sale, less the Exercise Price, any Tax-Related Items and broker’s fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Optionee acknowledges that the Company’s designated broker or transfer agent is under no obligation to arrange for the sale of the Shares at any particular price.

INDIA

TERMS AND CONDITIONS

Payment for Stock. This provision supplements Section 6 of the Agreement:

Notwithstanding anything to the contrary in the Agreement, due to legal restrictions in India, the Optionee will not be permitted to pay the Exercise Price by a “sell-to-cover” exercise such that part of the Shares subject to the option will be sold immediately upon exercise and the proceeds of sale will be remitted to the Company to cover the aggregate Exercise Price for the purchased Shares and any Tax-Related Items. The Company reserves the right to provide the Optionee with this method of payment depending on the development of local law.

NOTIFICATIONS

Exchange Control Notification. If the Optionee remits funds out of India to purchase Shares, it is the Optionee’s responsibility to comply with applicable exchange control laws. Regardless of what method of exercise is used to purchase Shares, the Optionee must repatriate the proceeds from the sale of Shares and any dividends received in relation to the Shares to India within ninety (90) days of receipt. The Optionee must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Employer requests proof of repatriation.
In addition, the Optionee is allowed to remit up to USD 200,000 per annum outside India for any purpose including the purchase of Shares through a cash exercise. If the Optionee has exhausted his or her limit of USD 200,000 for the concerned year, he or she would not be able to remit funds outside India to exercise the option. If the options were exercised on a “cashless sell all” basis (once publicly traded), there would be no remittance out of country and this would not count against the USD 200,000 annual limit.

**Foreign Assets Reporting Information.** The Optionee is required to declare foreign bank accounts and any foreign financial assets (including Shares held outside India) in his or her annual tax return. It is the Optionee’s responsibility to comply with this reporting obligation and the Optionee should consult with his or her personal tax advisor in this regard.

**IRELAND**

**NOTIFICATIONS**

**Director Notification Obligation.** If the Optionee is a director, shadow director or secretary of the Company’s Irish Parent, Subsidiary or affiliate, the Optionee must notify the Irish Parent, Subsidiary or affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., an option, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five business 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).

**ITALY**

**TERMS AND CONDITIONS**

**Manner of Exercise.** This provision supplements Section 6 of the Agreement:

Unless otherwise provided by the Committee, notwithstanding anything in Sections 2 or 6 of the Agreement to the contrary, the Optionees in Italy may not exercise their options unless and until there is a public market for the Company’s Shares, either as a result of their registration under the U.S. Exchange Act of 1934, as amended, or quotation on a recognized national securities exchange or if a successor or acquiring company converts awards to rights over its Shares and such Shares are publicly traded.

Further, notwithstanding anything in the Agreement to the contrary, the Optionee must exercise the option using the same day sale method (as described in Section 7(e) of the Plan) pursuant to which all Shares subject to the exercised option will be sold immediately upon exercise and the proceeds of sale, less the Exercise Price, any Tax-Related Items and broker’s fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Optionee acknowledges that the Company’s designated broker or transfer agent is under no obligation to arrange for the sale of the Shares at any particular price.
To the extent that regulatory requirements change, the Company reserves the right to permit exercises through any of the means set forth in the Agreement or the Plan.

**Data Privacy.** This provision replaces Section 13(a) of the Agreement:

*The Optionee understands that the Employer, the Company and any Parent or Subsidiary as a data processor of the Company may hold certain personal information about the Optionee, including, but not limited to, the Optionee’s name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, Parent, or Subsidiary, details of all Options, or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Optionee’s favor (“Data”), and that the Company and the Employer will process said data and other data lawfully received from third party for the exclusive purpose of implementing, managing and administering the Plan and complying with applicable laws, regulations and community legislation.*

*The Optionee also understands that providing the Company with Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Optionee’s refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Optionee’s ability to participate in the Plan. The Controller of personal data processing is FireEye, Inc., with registered offices at 1440 McCarthy Blvd, Milpitas, California 95035 U.S.A.*

*The Optionee understands that Data will not be publicized, but it may be accessible by the Employer as the data processor of the Company and within the Employer’s organization by its internal and external personnel in charge of processing. Furthermore, Data may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. The Optionee understands that Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addresses under applicable laws. The Optionee further understands that the Company and/or any Parent or Subsidiary will transfer Data among themselves as necessary for the purpose of implementing, administering and managing the Optionee’s participation in the Plan, and that the Company and/or any Parent or Subsidiary may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom the Optionee may elect to deposit any Shares acquired at exercise of the Option. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing the Optionee’s participation in the Plan. The Optionee understands that these recipients may be acting as controllers, processors, or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.*
The Optionee understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Optionee’s consent thereto, as the processing is necessary to performance of law and contractual obligations related to implementation, administration, and management of the Plan. The Optionee understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Optionee has the right at any moment to, including but not limited to, obtain confirmation that Data exist or not, access, verify their content, origin and accuracy, delete, update, integrate, correct, block or terminate, for legitimate reason, the Data processing. To exercise privacy rights the Optionee should address the Employer.

Furthermore, the Optionee is aware that Data will not be used for direct-marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Company or the Employer.

Plan Document Acknowledgement. In accepting the option, the Optionee acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understand and accept all provisions of the Plan, the Agreement, and this Appendix.

The Optionee further acknowledges that he or she has read and specifically and expressly approves the following clauses in the Agreement: Section 2: Right to Exercise; Section 4: Exercise Procedures; Section 5 Responsibility for Taxes; Section 6: Payment for Stock; Section 7: Term and Expiration; Section 9: Legality of Initial Issuance; Section 11: Restrictions on Transfer of Shares; Section 14: Miscellaneous Provisions; Section 15: Acknowledgements of the Optionee; and the Data Privacy provision in this Appendix.

NOTIFICATIONS

Exchange Control Information. The Optionee is required to report the following on his or her annual tax return: (1) any transfers of cash or Shares to or from Italy exceeding €10,000, (2) any foreign investments or investments held outside of Italy at the end of the calendar year exceeding €10,000 if such investments (e.g., options, Shares, or cash) may result in income taxable in Italy, and (3) the amount of the transfers to and from abroad which have had an impact during the calendar year on the Optionee’s foreign investments or investments held outside of Italy. Under certain circumstances, the Optionee may be exempt from the requirement under (1) above if the transfer or investment is made through an authorized broker resident in Italy.
JAPAN

NOTIFICATIONS

Exchange Control Information. If the Optionee pays more than ¥30,000,000 for the purchase of Shares in any one transaction, the Optionee must file an ex post facto Payment Report with the Ministry of Finance (through the Bank of Japan or the bank carrying out the transaction). The precise reporting requirements vary depending on whether the relevant payment is made through a bank in Japan. If the Optionee intends to acquire Shares whose value exceeds ¥100,000,000 in a single transaction, the Optionee must also file an ex post facto Report Concerning Acquisition of Shares with the Ministry of Finance through the Bank of Japan within 20 days of acquiring the Shares. The forms to make these reports may be acquired at the Bank of Japan.

JORDAN

There are no country-specific provisions.

KOREA

NOTIFICATIONS

Exchange Control Information. Exchange control laws require Korean residents who realize US$500,000 or more from the sale of Shares to repatriate the sale proceeds back to Korea within eighteen months of the sale.

If the Optionee remits funds to purchase Shares, the remittance must be “confirmed” by a foreign exchange bank in Korea. This is an automatic procedure (i.e., the bank does not need to approve the remittance). To receive the confirmation, the Optionee should submit the following to the foreign exchange bank: (i) a prescribed form application; (ii) the Agreement, Notice of Grant and any other Plan documents the Optionee received; and (iii) a certificate documenting the Optionee’s consultant or employment or consulting arrangement. The Optionee should check with the bank to determine whether there are any additional requirements. This confirmation is not necessary if the Optionee is able to exercise the option through a cashless sell-all exercise method if there is a public market for the Shares because in that instance, there is no remittance of funds out of Korea.

KUWAIT

There are no country-specific provisions.

MEXICO

TERMS AND CONDITIONS - FOR CONTRACTORS:

Acknowledgements of the Optionee. This provision supplements Section 15 (“Acknowledgements of the Optionee”) of the Agreement:
By accepting the option, Optionee acknowledges that he or she has received a copy of the Plan and the Agreement, including this Appendix, which he or she has reviewed. Optionee further acknowledges that he or she accepts all the provisions of the Plan and the Agreement, including this Appendix. Optionee also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in the “Acknowledgement of Optionee” section of the Agreement, which clearly provide as follows:

1. Optionee’s participation in the Plan does not constitute an acquired right;
2. The Plan and Optionee’s participation in it are offered by the Company on a wholly discretionary basis;
3. Optionee’s participation in the Plan is voluntary; and
4. The Company is not responsible for any decrease in the value of any Shares acquired upon exercise of the option.

**Service Acknowledgement and Policy Statement.** By accepting the option, the Optionee acknowledges that FireEye, Inc., with registered offices at 1390 McCarthy Blvd., Milpitas, CA 95035, U.S.A., is solely responsible for the administration of the Plan. The Optionee further acknowledges that his or her participation in the Plan, the grant of the option and any acquisition of Shares under the Plan do not constitute a service contract and does not guarantee the Optionee the right to continue his or her Service with the Company because the Optionee is participating in the Plan on a wholly commercial basis. Based on the foregoing, the Optionee expressly acknowledges that the Plan and the benefits that he or she may derive from participation in the Plan do not establish any rights between the Optionee and the Company, and do not form part of any service contract between the the Optionee and the Company, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Optionee’s service contract.

The Optionee further understands that his or her participation in the Plan is the result of a unilateral and discretionary decision of the Company and, therefore, the Company reserves the absolute right to amend and/or discontinue the Optionee’s participation in the Plan at any time, without any liability to the Optionee.

Finally, the Optionee hereby declares that he or she does not reserve to him or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and that he or she therefore grants a full and broad release to the Company, any Parent or Subsidiaries, affiliates, branches, representation offices, shareholders, officers, agents and legal representatives, with respect to any claim that may arise.
**TÉRMINOS Y CONDICIONES – PARA CONSULTORES**

**Reconocimientos del Partícipe.** Esta disposición suplementa la Sección 15 del Contrato:

Al aceptar la Opción, el Partícipe reconoce que ha recibido una copia del Plan y del Contrato, incluyendo este Anexo, que ha sido revisado por el Partícipe. El Partícipe reconoce, además, que acepta todas las disposiciones del Plan y del Contrato, incluyendo este Anexo. El Partícipe también reconoce que ha leído la Sección del Contrato titulada “Reconocimientos” y específica y expresamente aprueba los términos y condiciones establecidos en dicha Sección, que claramente establece lo siguiente:

1. La participación del Partícipe en el Plan no constituye un derecho adquirido;
2. El Plan y la participación del Partícipe en el Plan se ofrecen por la Compañía de manera totalmente discrecional;
3. La participación del Partícipe en el Plan es voluntaria; y
4. La Compañía no son responsables por cualquier disminución en el valor de las acciones adquiridas al ejercer la opción.

**Reconocimiento de Ley Laboral y Declaración de Política.** Al aceptar la opción, el Partícipe reconoce que FireEye, Inc., con domicilio registrado ubicado en 1390 McCarthy Blvd., Milpitas, CA 35035, U.S.A., es únicamente responsable por la administración del Plan. Además, el Partícipe reconoce que su participación en el Plan, el otorgamiento de la opción y cualquier adquisición de acciones de conformidad con el Plan no constituyen un contrato de Servicios y no garantizan el derecho del Partícipe de continuar prestando sus Servicios a la Compañía, ya que el Partícipe está participando en el Plan en sobre una base exclusivamente comercial. Con base en lo anterior, el Partícipe expresamente reconoce que el Plan y los beneficios que le deriven de la participación en el Plan no establecen derecho alguno entre el Partícipe y la Compañía y no forman parte de ningún contrato de Servicios celebrado entre el Partícipe y la Compañía, y cualquier modificación del Plan o su terminación no constituirá un cambio o deterioro de los términos y condiciones del contrato de Servicios del Partícipe.

Además, el Partícipe entiende que su participación en el Plan es resultado de una decisión unilateral y discrecional de la Compañía y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o discontinuar la participación del Partícipe en el Plan en cualquier momento, sin responsabilidad alguna para con el Partícipe.

Finalmente, el Partícipe en este acto manifiesta que no se reserva ninguna acción o derecho para interponer una demanda o reclamación en contra de la Compañía por cualquier compensación o daño o perjuicio en relación con cualquier disposición del Plan o los beneficios derivados del Plan y, en consecuencia, otorga un amplio y total finiquito a la Compañía, cualesquier Matriz o Subsidiarias, afiliadas, sucursales, oficinas de representación, accionistas, directores, funcionarios, agentes y representantes con respecto a cualquier demanda o reclamación que pudiera surgir.
NETHERLANDS

There are no country-specific provisions.

POLAND

NOTIFICATIONS

Exchange Control Information. Polish residents are obliged to file quarterly reports to the National Bank of Poland with information on transactions and balances regarding their rights to shares (such as options) and Shares if the total value (calculated individually or together with other assets/liabilities possessed abroad) exceeds PLN 7 million.

Polish residents also are required to transfer funds through a bank account in Poland if the transferred amount in any single transaction exceeds a specified threshold (currently €15,000). Polish residents are required to store documents connected with foreign exchange transactions for a period of five years from the date the exchange transaction was made.

SAUDI ARABIA

There are no country-specific provisions.

SINGAPORE

NOTIFICATIONS

Securities Law Information. The grant of the option under the Plan is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Optionee should note that the option is subject to section 257 of the SFA and the Optionee will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of the Shares subject to the option in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA (Chapter 289, 2006 Ed.).

Alert to Optionees in Singapore who are Directors. If the Optionee is a director, associate director or shadow director of a Singaporean Subsidiary, he or she is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean Subsidiary in writing when the Optionee receives an interest (e.g., options, Shares) in the Company or any related companies (including when the Optionee sells Shares acquired through exercise of his or her option). In addition, the Optionee must notify the Singaporean Subsidiary when he or she sells or receives shares of the Company or any related company (including when the Optionee sells or receives Shares acquired under the Plan). These notifications must be made within two days of acquiring or disposing of any interest in the Company or any related company. In addition, a notification must be made of the Optionee’s interests in the Company or any related company within two days of becoming a director.
SOUTH AFRICA

TERMS AND CONDITIONS

Taxes. The following provisions supplement Section 5 (“Responsibility for Taxes”) of the Agreement:

By accepting the Option, the Optionee agrees that, immediately upon exercise of the Option, the Optionee will notify the Employer of the amount of any gain realized. If the Optionee fails to advise the Employer of the gain realized upon exercise, the Optionee may be liable for a fine. The Optionee will be solely responsible for paying any difference between the actual tax liability and the amount withheld by the Employer.

NOTIFICATIONS

Tax Clearance Certificate for Cash Exercises. If the Optionee exercises the option using a cash exercise method, the Optionee must obtain and provide to the Employer, or any third party designated by the Employer or the Company, a Tax Clearance Certificate (with respect to Foreign Investments) bearing the official stamp and signature of the Exchange Control Department of the South African Revenue Service (“SARS”). The Optionee must renew this Tax Clearance Certificate every six months, or such other period as may be required by the SARS. If the Optionee exercises the option by a cashless exercise method whereby no funds are remitted out of South Africa, no Tax Clearance Certificate is required.

Exchange Control Information. To participate in the Plan, the Optionee must comply with exchange control regulations and rulings in South Africa. Currently, the Exchange Control Department of the South African Reserve Bank limits cumulative offshore investments to ZAR 4,000,000 per year (which includes the purchase of Shares under the Plan) Because the exchange control regulations are subject to change, the Optionee should consult his or her personal advisor prior to exercise of the option to ensure compliance with current regulations. The Optionee is responsible for ensuring compliance with all exchange control laws in South Africa.

SPAIN

TERMS AND CONDITIONS

No Entitlement for Claims or Compensation. This provision supplements Section 15 (“Acknowledgements of the Optionee”) of the Agreement:

By accepting the option, the Optionee consents to participation in the Plan and acknowledges that the Optionee has received a copy of the Plan document.

The Optionee understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant the option under the Plan to individuals who may provide Services throughout the world. The decision is limited and entered into based upon the express assumption and condition that any option will not economically or otherwise bind the Company.
or any Parent, Subsidiary or affiliate, including the Employer, on an ongoing basis, other than as expressly set forth in the Agreement. Consequently, the Optionee understands that the option is granted on the assumption and condition that the option 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, the Optionee understands and freely accepts that there is no guarantee that any benefit whatsoever shall arise from the grant of option, which are gratuitous and discretionary, since the future value of the option and the underlying Shares is unknown and unpredictable.

The Optionee also understands that this grant of the option would not be made but for the assumptions and conditions set forth hereinabove; thus, the Optionee understands, acknowledges and freely accepts that, should any or all of the assumptions be mistaken or any of the conditions not be met for any reason, the option and any right to the underlying Shares shall be null and void.

Further, the vesting of the option is expressly conditioned on the Optionee providing active Service, such that if the Optionee’s Service terminates for any reason whatsoever, the Optionee’s option will cease vesting immediately, in whole or in part, effective the date of the Optionee’s termination of Service. The Optionee understands, acknowledges and agrees that unvested options will be immediately forfeited without entitlement to purchase Shares or to any amount of indemnification in the event of forfeiture as a result of termination of Service by reason of, including, but not limited to: resignation, retirement, disciplinary dismissal judged to be with or without cause, individual or collective layoff on objective grounds, whether adjudged and/or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the Workers’ Statue, Article 50 of the Workers’ Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985. This will be the case, for example, even if (1) the Optionee is considered to be unfairly dismissed without good cause; (2) the Optionee is dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) the Optionee terminates Service due to a change of work location, duties or any other employment or contractual condition; (4) the Optionee terminates Service due to the Company’s or any of its Subsidiaries’ or affiliates’ unilateral breach of contract; or (5) the Optionee’s Service terminates for any other reason whatsoever. Consequently, upon termination of the Optionee’s Service for any of the above reasons, the Optionee will automatically lose any rights to the option granted to the Optionee that were unvested on the date of termination of the Optionee’s Service, as described in the Agreement.

NOTIFICATIONS

Securities Law Information. The option does not qualify under Spanish Law as securities. No “offer to the public,” as defined under Spanish Law, has taken place or will take place in the Spanish territory. 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.
Exchange Control Information. The Optionee must declare the acquisition of Shares (for statistical purposes) to the Dirección General de Comercio e Inversiones (“DGCI”), which is a department of the Ministry of Economy and Competitiveness. The Optionee must declare the ownership of any Shares by filing the appropriate form with the DGCI each January while the Shares are owned.

When receiving foreign currency payments exceeding €50,000 derived from the ownership of Shares (i.e., dividends or sale proceeds), the Optionee must inform the financial institution receiving the payment of the basis upon which such payments are made. The Optionee will need to provide the following information: (i) the Optionee’s 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.

Foreign Assets Reporting Requirement. Effective January 1, 2013, the Optionee is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the Shares held in such accounts if the value of the transactions during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed €1,000,000.

Further, effective January 1, 2013, to the extent that the Optionee holds Shares and/or has bank accounts outside Spain with a value in excess of €50,000 (for each type of asset) as of December 31, the Optionee will be required to report information on such assets on his or her tax return (tax form 720) for such year. After such Shares and/or accounts are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported Shares or accounts increases by more than €20,000.

SWEDEN

There are no country specific provisions.

SWITZERLAND

NOTIFICATIONS

Securities Law Information. The grant of the option under the Plan is considered a private offering in Switzerland; therefore, it is not a registered offering in Switzerland.

TAIWAN

NOTIFICATIONS

Exchange Control Information. The Optionee 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 TWD$500,000 or more in a single transaction, the Optionee 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, the Optionee may be required to provide additional supporting documentation to the satisfaction of the remitting bank. The Optionee should consult his or her personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

**TURKEY**

**NOTIFICATIONS**

**Securities Law Information.** Under Turkish law, the Optionee is not permitted to sell Shares in Turkey. Once the Shares are publicly traded on a market outside Turkey, Shares may be sold on such exchange only.

**Exchange Control Information.** Exchange control regulations require Turkish residents to purchase Shares through intermediary financial institutions that are approved under the Capital Market Law (i.e., banks licensed in Turkey). Therefore, if the Optionee uses cash to exercise his or her Option, the funds must be remitted through a bank or other financial institution licensed in Turkey. A wire transfer of funds by a Turkish bank will satisfy the requirement.

**UNITED ARAB EMIRATES**

**NOTIFICATIONS**

**Securities Law Information.** The Agreement, including this Appendix, the Plan, and other incidental communication materials are intended for distribution only to Employees of the Company and its Subsidiaries for the purposes of an employee compensation or reward scheme. The Dubai Free Zone, Emirates Securities and Commodities Authority and/or the Central Bank has no responsibility for reviewing or verifying any documents in connection with the option grant. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this statement nor taken steps to verify the information set out in it, and have no responsibility for it.

Further, the Shares underlying the option may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If the Optionee is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, the Optionee should obtain independent professional advice.

**UNITED KINGDOM**

**TERMS AND CONDITIONS**

**Tax Reporting and Payment Liability.**

The following provisions supplement Section 5 (“Responsibility for Taxes”) of the Agreement:
(a) **Collection of Tax.** The Optionee agrees that if withholding is required and the Company or, if different, the Employer does not withhold or otherwise collect the full amount of income tax that the Optionee owes due to the exercise of the option or release, assignment or cancellation of the option (the “Chargeable Event”) from the Optionee within ninety (90) days after the Chargeable Event or such other period as required by U.K. law (the “Due Date”), then the amount that should have been withheld or collected shall constitute a loan owed by the Optionee to the Employer, effective on the Due Date. The Optionee agrees that the loan will bear interest at the then-current Official Rate of Her Majesty’s Revenue & Customs (“HMRC”) and it will be immediately due and repayable by the Optionee and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in Section 5 of the Agreement.

Notwithstanding the foregoing, if the Optionee is 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 provision above for collection of tax will not apply. In the event that the Optionee is an officer or executive director and income tax is not collected from or paid by the Optionee by the Due Date, the amount of any uncollected income tax may constitute a benefit to the Optionee on which additional income tax and National Insurance Contributions (“NICs”) may be payable. Optionee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime, and for reimbursing the Employer the amount of any employee NICs due on this additional benefit which the Employer or the Company may recover from the Optionee at any time thereafter by any of the means referred to in Section 5 of the Agreement.

(b) **Section 431 Election.** As a condition of participation in the Plan and the exercise of the option, the Optionee agrees that, jointly with the Company, or, if different, the Employer, he or she shall enter into a joint election within Section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 (“ITEPA 2003”) in respect of computing any tax charge on the acquisition of “Restricted Securities” (as defined in Sections 423 and 424 of ITEPA 2003), and that the Optionee will not revoke such election at any time. This election will be to treat the Shares acquired pursuant to the exercise of the option as if such Shares were not Restricted Securities (for U.K. tax purposes only). The Optionee must enter into the form of election, concurrent with the execution of the Agreement, or at such subsequent time as may be designated by the Company.

(c) **Joint Election.** As a condition of the Optionee’s participation in the Plan and of the exercise of the option, if Optionee is an Employee, the Optionee agrees to accept any liability for secondary Class 1 National Insurance Contributions which may be payable by the Company and/or the Employer with respect to the Chargeable Event (“Employer NICs”).

Without limitation to the foregoing, the Optionee agrees to execute a joint election with the Company or the Employer, the form of such joint election being formally approved by HMRC (the “Joint Election”), and any other required consents or elections as provided to the Optionee by the Company or the Employer. The Optionee further agrees to execute such other joint elections as may be required between the Optionee and any successor to the Company or the Employer.
If the Optionee does not enter into a Joint Election, or if the Joint Election is revoked at any time by HMRC, the option shall cease vesting and become null and void, and no Shares shall be acquired under the Plan, without any liability to the Company, the Employer and/or any Subsidiary.

Optionee further agrees that the Company and/or the Employer may collect the Employer NICs by any of the means set forth in Section 5 of the Agreement, as supplemented above.

(431 Election Form and Joint Election on the next pages)
Joint Election under s431 ITEPA 2003 for full or partial disapplication of Chapter 2 Income Tax (Earnings and Pensions) Act 2003

One Part Election

1. Between

the Employee: ____________________________

whose National Insurance Number is ____________________________

and ____________________________

the Company (who is the Employee’s employer): ____________________________

of Company Registration Number ____________________________

2. Purpose of Election

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

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

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

3. Application

This joint election is made not later than 14 days after the date of acquisition of the securities by the employee and applies to:
Number of securities: [insert number of shares under option], being all securities to be acquired by Employee pursuant to the option granted on [insert grant date] under the terms of the FireEye, Inc. 2008 Stock Plan.

Description of securities: Shares of common stock

Name of issuer of securities: FireEye, Inc.

to be acquired by the Employee after [date s.431 election entered into] pursuant to the option granted on [insert date] under the terms of the FireEye, Inc. 2008 Stock Plan.

4. Extent of Application

This election disapplies

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

5. Declaration

This election will become irrevocable upon the later of its signing or the acquisition (and each subsequent acquisition) of employment-related securities to which this election applies.

In signing this joint election, we agree to be bound by its terms as stated above.

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

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

............................................
Position in company

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

A. [insert name of employee] (the “Employee”), who is employed by FireEye Inc. and who is eligible to receive stock options (“Awards”) pursuant to the FireEye Inc. 2008 Stock Plan (the “Plan”), and

B. FireEye Inc. (‘the Secondary Contributor’ who is the employer), whose Registered Office is at 1390 McCarthy Blvd, Milpitas, CA 95035, U.S.A. (the “Company”), which may grant Awards under the Plan.

SECTION 1. INTRODUCTION

(a) This Election relates to the employer’s secondary Class 1 National Insurance Contributions (the “Employer’s Liability”) which may arise on the occurrence of a chargeable event within paragraph 3B(1A)(a) of Schedule 1 of the Social Security Contributions and Benefits Act 1992 (“SSCBA”), including:

   (i) the acquisition of securities pursuant to stock options (within section 477(3)(a) of the Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”));

   (ii) the assignment (if applicable) or release of the stock options (within section 477(3)(b) of ITEPA);

   (iii) the receipt of any other benefit in money or money’s worth in connection with the stock options (within section 477(3)(c) of ITEPA); and/or

   (iv) post-acquisition charges relating to the shares acquired under the stock options (within section 427 of ITEPA),

      each a “Chargeable Event”. This Election is made in accordance with paragraph 3B(1) of Schedule 1 to SSCBA.

(b) This Election applies to all Awards granted to the Employee under the Plan on or after July 30, 2010 up to the termination date of the Plan.

(c) This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA, or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.
SECTION 2. THE ELECTION

The Employee and the Company jointly elect that the entire liability of the Company to pay the Employer’s Liability on the Chargeable Event is hereby transferred to the Employee. The Employee understands that, by signing this Election, he or she will become personally liable for the Employer’s Liability covered by this Election.

SECTION 3. PAYMENT OF THE EMPLOYER’S LIABILITY

(a) The Employee hereby authorises the Company to collect the Employer’s Liability from the Employee at any time after the Chargeable Event:

(i) by deduction from salary or any other payment payable to the Employee at any time on or after the date of the Chargeable Event; and/or

(ii) directly from the Employee by payment in cash or cleared funds; and/or

(iii) by arranging, on behalf of the Employee, for the sale of some of the securities which the Employee is entitled to receive in respect of the Awards; and/or

(iv) by any other means specified in the applicable award agreement.

(b) The Company hereby reserves the right to withhold the transfer of any securities to the Employee in respect of the Awards until full payment of the Employer’s Liability is received.

(c) The Company agrees to remit the Employer’s Liability to HM Revenue & Customs on behalf of the Employee within 14 days after the end of the UK tax month during which the Chargeable Event occurs (or within 17 days if payments are made electronically).

SECTION 4. DURATION OF ELECTION

(a) The Employee and the Company agree to be bound by the terms of this Election regardless of whether the Employee is transferred abroad or is not employed by the Company on the date on which the Employer’s Liability becomes due.

(b) This Election will continue in effect until the earliest of the following:

(i) the Employee and the Company agree in writing that it should cease to have effect;

(ii) on the date the Company serves written notice on the Employee terminating its effect;
Acceptance by the Employer

The Employee acknowledges that, by signing this Election, the Employee agrees to be bound by the terms of this Election.

Signature

Date

Acceptance by the FireEye, Inc.

The Company acknowledges that, by signing this Election or arranging for the scanned signature of an authorised representative to appear on this Election, the Company agrees to be bound by the terms of this Election.

Signature for and on behalf of the Company

Position

Date
APPENDIX
TO THE
FIREEye, Inc. 2008 STOCK PLAN:
STOCK OPTION AGREEMENT (INTERNATIONAL)
(CONSULTANTS)

COUNTRY-SPECIFIC TERMS AND CONDITIONS FOR
CONSULTANTS OUTSIDE THE U.S.

TERMS AND CONDITIONS

This Appendix includes additional terms and conditions that govern the option granted to the Optionee under the 2008 Stock Plan (the “Plan”) if he or she is in one of the countries listed below at the time of grant. Certain capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Agreement.

NOTIFICATIONS

This Appendix may also include information regarding exchange controls and certain other issues of which the Optionee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other laws in effect in the respective countries as of April 2013. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee not rely on the information in this Appendix as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Optionee exercises the option or sells Shares acquired under the Plan.

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

Finally, if the Optionee is a citizen or resident of a country other than the one in which the Optionee is currently providing services, transfers after the option is granted, or is considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to the Optionee, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Optionee.
**ARGENTINA**

**NOTIFICATIONS**

**Type of Offering**. Neither the option nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina. The offer is private and not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information**. Depending upon the method of exercise chosen for the option, the Optionee may be subject to restrictions with respect to the purchase and/or transfer of U.S. dollars pursuant to Argentine currency exchange regulations. The Company reserves the right to restrict the methods of exercise if required under Argentine laws.

Under current regulations adopted by the Argentine Central Bank (the “BCRA”), the Optionee may purchase and remit foreign currency with a value of up to US$2,000,000 per month for the purpose of acquiring foreign securities, including Shares, without prior approval from the BCRA. However, the Optionee must register the purchase with the BCRA and execute and submit an affidavit to the entity selling the foreign currency confirming that the Optionee has not purchased and remitted funds in excess of US$2,000,000 during the relevant month.

In the event that the Optionee transfers proceeds in excess of US$2,000,000 from the sale of Shares into Argentina in a single month, he or she will be required to place 30% of any proceeds in excess of US$2,000,000 in a non-interest-bearing, dollar-denominated mandatory deposit account for a holding period of 365 days.

The Optionee must comply with any and all Argentine currency exchange restrictions, approvals and reporting requirements in connection with the exercise of the option.

**BRAZIL**

**TERMS AND CONDITIONS**

**Compliance with Law**. By accepting the option, the Optionee agrees to comply with all applicable Brazilian laws and agrees to report and pay any and all applicable taxes associated with the exercise of the options and the sale of the Shares acquired under the Plan.

**NOTIFICATIONS**

**Exchange Control Information**. If the Optionee is resident or domiciled in Brazil, the Optionee will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights exceeds US$100,000. Assets and rights that must be reported include Shares.
COLOMBIA

NOTIFICATIONS

Exchange Control Information. Investments in assets located abroad (including Shares) are subject to registration with the Central Bank (Banco de la República) if the Optionee’s aggregate investments held abroad (as of December 31 of the applicable calendar year) equal or exceed US$500,000. The Optionee must register the investment (assuming the accumulated financial investments held abroad at year end are equal to or exceed the equivalent of US$500,000). However, if the Optionee exercises the Option using a full cashless exercise (once there is a public market for the Shares), no registration is required because no funds are remitted from Colombia and no shares are held abroad.

HONG KONG

TERMS AND CONDITIONS

Sale of Shares. In the event the option vests and is exercised within six months of the date of grant as indicated in the Notice of Stock Option Grant, the Optionee agrees that he or she will not dispose of the Shares acquired prior to the six-month anniversary of the date of grant.

NOTIFICATIONS

Securities Warning: The option and any Shares issued pursuant to the option do not constitute a public offering of securities under Hong Kong law and are available only to employees and consultants of the Company or its Subsidiaries participating in the Plan. The Agreement, including this Appendix, the Plan, the Notice of Stock Option Grant 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 option and any related documentation are intended only for the personal use of the Optionee and may not be distributed to any other person. If the Optionee is in any doubt about any of the contents of the Agreement, including this Appendix, the Plan or the Notice of Stock Option Grant, the Optionee should obtain independent professional advice.

ISRAEL

TERMS AND CONDITIONS

Manner of Exercise. This provision supplements Section 6 of the Agreement:

Unless otherwise provided by the Committee, notwithstanding anything in Sections 2 or 6 of the Agreement to the contrary, the Optionees in Israel may not exercise their options unless and until there is a public market for the Company’s Shares, either as a result of their registration under the U.S. Exchange Act of 1934, as amended, or quotation on a recognized national securities exchange or if a successor or acquiring company converts awards to rights over its Shares and such Shares are publicly traded.
Further, notwithstanding anything in the Agreement to the contrary, the Optionee must exercise the option using the same day sale method (as described in Section 7(e) of the Plan) pursuant to which all Shares subject to the exercised option will be sold immediately upon exercise and the proceeds of sale, less the Exercise Price, any Tax-Related Items and broker’s fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Optionee acknowledges that the Company’s designated broker or transfer agent is under no obligation to arrange for the sale of the Shares at any particular price.

INDIA

TERMS AND CONDITIONS

Exercise Procedures. Notwithstanding anything to the contrary in the Agreement, due to legal restrictions in India, the Optionee will not be permitted to pay the Exercise Price by a “sell-to-cover” exercise such that part of the Shares subject to the option will be sold immediately upon exercise and the proceeds of sale will be remitted to the Company to cover the aggregate Exercise Price for the purchased Shares and any Tax-Related Items. The Company reserves the right to provide the Optionee with this method of payment depending on the development of local law.

NOTIFICATIONS

Exchange Control Notification. If the Optionee remits funds out of India to purchase Shares, it is the Optionee’s responsibility to comply with applicable exchange control laws. Regardless of what method of exercise is used to purchase Shares, the Optionee must repatriate the proceeds from the sale of Shares and any dividends received in relation to the Shares to India within ninety (90) days of receipt. The Optionee must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Contracting Entity requests proof of repatriation.

In addition, the Optionee is allowed to remit up to USD 200,000 per annum outside India for any purpose including the purchase of Shares through a cash exercise. If the Optionee has exhausted his or her limit of USD 200,000 for the concerned year, he or she would not be able to remit funds outside India to exercise the option. If the options were exercised on a “cashless sell all” basis (once publicly traded), there would be no remittance out of country and this would not count against the USD 200,000 annual limit.

Foreign Assets Reporting Information. The Optionee is required to declare foreign bank accounts and any foreign financial assets (including Shares held outside India) in his or her annual tax return. It is the Optionee’s responsibility to comply with this reporting obligation and the Optionee should consult with his or her personal tax advisor in this regard.
INDONESIA

TERMS AND CONDITIONS

Exercise Procedures. Notwithstanding anything to the contrary in the Agreement, due to regulatory requirements in Indonesia, the Optionee will be required to pay the Exercise Price by a cashless exercise (as set forth in Section 6(b) of the Agreement) through a licensed securities broker acceptable to the Company, such that all Shares subject to the exercised option will be sold immediately upon exercise and the proceeds of sale, less the Exercise Price, any Tax-Related Items and broker’s fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Company reserves the right to provide the Optionee with additional methods of exercise depending on the development of local law.

NOTIFICATIONS

Exchange Control Notification. If the Optionee remits funds into or out of 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, the Optionee must complete a “Transfer Report Form.” The Transfer Report Form will be provided to the Optionee by the bank through which the transaction is to be made.

MEXICO

TERMS AND CONDITIONS

Acknowledgements of the Optionee. This provision supplements Section 15 (“Acknowledgements of the Optionee”) of the Agreement:

By accepting the option, Optionee acknowledges that he or she has received a copy of the Plan and the Agreement, including this Appendix, which he or she has reviewed. Optionee further acknowledges that he or she accepts all the provisions of the Plan and the Agreement, including this Appendix. Optionee also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in the “Acknowledgement of Optionee” section of the Agreement, which clearly provide as follows:

(1) Optionee’s participation in the Plan does not constitute an acquired right;

(2) The Plan and Optionee’s participation in it are offered by the Company on a wholly discretionary basis;

(3) Optionee’s participation in the Plan is voluntary; and

(4) The Company is not responsible for any decrease in the value of any Shares acquired upon exercise of the option.
Service Acknowledgement and Policy Statement. By accepting the option, the Optionee acknowledges that FireEye, Inc., with registered offices at 1390 McCarthy Blvd., Milpitas, CA 35035, U.S.A., is solely responsible for the administration of the Plan. The Optionee further acknowledges that his or her participation in the Plan, the grant of the option and any acquisition of Shares under the Plan do not constitute a service contract and does not guarantee the Optionee the right to continue his or her Service with the Company because the Optionee is participating in the Plan on a wholly commercial basis. Based on the foregoing, the Optionee expressly acknowledges that the Plan and the benefits that he or she may derive from participation in the Plan do not establish any rights between the Optionee and the Company, and do not form part of any service contract between the Optionee and the Company, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Optionee’s service contract.

The Optionee further understands that his or her participation in the Plan is the result of a unilateral and discretionary decision of the Company and, therefore, the Company reserves the absolute right to amend and/or discontinue the Optionee’s participation in the Plan at any time, without any liability to the Optionee.

Finally, the Optionee hereby declares that he or she does not reserve to him or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and that he or she therefore grants a full and broad release to the Company, any Parent or Subsidiaries, affiliates, branches, representation offices, shareholders, officers, agents and legal representatives, with respect to any claim that may arise.

TÉRMINOS Y CONDICIONES

Reconocimientos del Partícipe. Esta disposición suplementa la Sección 15 del Contrato:

Al aceptar la Opción, el Partícipe reconoce que ha recibido una copia del Plan y del Contrato, incluyendo este Anexo, que ha sido revisado por el Partícipe. El Partícipe reconoce, además, que acepta todas las disposiciones del Plan y del Contrato, incluyendo este Anexo. El Partícipe también reconoce que ha leído la Sección del Contrato intitulada “Reconocimientos” y específica y expresamente aprueba los términos y condiciones establecidos en dicha Sección, que claramente establece lo siguiente:

(1) La participación del Partícipe en el Plan no constituye un derecho adquirido;

(2) El Plan y la participación del Partícipe en el Plan se ofrecen por la Compañía de manera totalmente discrecional;

(3) La participación del Partícipe en el Plan es voluntaria; y
La Compañía no son responsables por cualquier disminución en el valor de las Acciones adquiridas al ejercer la opción.

**Reconocimiento de Ley Laboral y Declaración de Política.** Al aceptar la opción, el Partícipe reconoce que FireEye, Inc., con domicilio registrado ubicado en 1390 McCarthy Blvd., Milpitas, CA 35035, U.S.A., es únicamente responsable por la administración del Plan. Además, el Partícipe reconoce que su participación en el Plan, el otorgamiento de la opción y cualquier adquisición de Acciones de conformidad con el Plan no constituyen un contrato de Servicios y no garantizan el derecho del Partícipe de continuar prestando sus Servicios a la Compañía, ya que el Partícipe está participando en el Plan en sobre una base exclusivamente comercial. Con base en lo anterior, el Partícipe expresamente reconoce que el Plan y los beneficios que le deriven de la participación en el Plan no establecen derecho alguno entre el Partícipe y la Compañía y no forman parte de ningún contrato de Servicios celebrado entre el Partícipe y la Compañía, y cualquiera modificación del Plan o su terminación no constituirá un cambio o deterioro de los términos y condiciones del contrato de Servicios del Partícipe.

Además, el Partícipe entiende que su participación en el Plan es resultado de una decisión unilateral y discrecional de la Compañía y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o discontinuar la participación del Partícipe en el Plan en cualquier momento, sin responsabilidad alguna para con el Partícipe.

Finalmente, el Partícipe en este acto manifiesta que no se reserva ninguna acción o derecho para interponer una demanda o reclamación en contra de la Compañía por cualquier compensación o daño o perjuicio en relación con cualquier disposición del Plan o los beneficios derivados del Plan y, en consecuencia, otorga un amplio y total finiquito a la Compañía, cualesquiera Matriz o Subsidiarias, afiliadas, sucursales, oficinas de representación, accionistas, directores, funcionarios, agentes y representantes con respecto a cualquier demanda o reclamación que pudiera surgir.

**TAIWAN**

**NOTIFICATIONS**

**Exchange Control Information.** The Optionee 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 TWD$500,000 or more in a single transaction, the Optionee 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, the Optionee may be required to provide additional supporting documentation to the satisfaction of the remitting bank. The Optionee should consult his or her personal advisor to ensure compliance with applicable exchange control laws in Taiwan.
NOTIFICATIONS

Exchange Control Notification. If the Optionee remits funds out of Thailand to pay the Exercise Price for the Shares as to which the option is exercised, under current exchange control regulations, up to US$1,000,000 may be remitted out of Thailand per year to purchase Shares (and otherwise invest in securities abroad) by submitting an application to an authorized agent (i.e., a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency). The application includes a Foreign Exchange Transaction Form, a letter describing the option, a copy of the Plan and related documents, and evidence showing the nexus between the Company and the Contracting Entity.

Regardless of what method of payment is used to pay the Exercise Price, the Optionee must repatriate any funds received pursuant to the Plan (e.g., proceeds from the sale of Shares, to Thailand immediately upon receipt, and convert such funds to Thai Baht or deposit the funds in a foreign exchange account with a commercial bank in Thailand within 360 days of repatriation. If the amount of the funds is US$50,000 or more, the Optionee must report the inward remittance by submitting a Foreign Exchange Transaction Form to an authorized agent (i.e., a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency).
The Optionee has been granted the following option to purchase shares of the Common Stock of FireEye, Inc.:

Name of Optionee: «Name»
Total Number of Shares: «TotalShares»
Type of Option: Nonstatutory Stock Option (NSO)
Exercise Price per Share: U.S.$«PricePerShare»
Date of Grant: «DateGrant»
Date Exercisable: This option may be exercised with respect to the first 25% of the Shares subject to this option when the Optionee completes 12 months of continuous active Service after the Vesting Commencement Date set forth below. This option may be exercised with respect to an additional 1/48th of the Shares subject to this option when the Optionee completes each month of continuous active Service thereafter.
Vesting Commencement Date: «VestComDate»
Expiration Date: «ExpDate». This option expires earlier if the Optionee’s continuous active Service terminates earlier, as provided in Section 7 of the Stock Option Agreement (International).

By signing below, the Optionee and the Company agree that this option is granted under, and governed by the terms and conditions of, the 2008 Stock Plan and the Stock Option Agreement (International) including any country-appendix thereto. These documents are attached to, and made a part of, this Notice of Stock Option Grant (International). Section 15 of the Stock Option Agreement (International) includes important acknowledgements of the Optionee.

OPTIONEE:  

FIREEYE, INC.

By: ___________________________
Title: ___________________________
SECTION 1. GRANT OF OPTION.

(a) **Option.** On the terms and conditions set forth in the Notice of Stock Option Grant (International) and this Agreement (including the country-specific Appendix, if any), the Company grants to the Optionee on the Date of Grant the option to purchase at the Exercise Price the number of Shares set forth in the Notice of Stock Option Grant (International). The Exercise Price is agreed to be at least 100% of the Fair Market Value per Share on the Date of Grant (for U.S. taxpayers, 110% of Fair Market Value if this option is designated as an ISO in the Notice of Stock Option Grant (International) and Section 3(b) of the Plan applies). This option is intended to be an ISO or an NSO, as provided in the Notice of Stock Option Grant (International).

(b) **$100,000 Limitation.** For U.S. taxpayers, even if this option is designated as an ISO in the Notice of Stock Option Grant (International), it shall be deemed to be an NSO to the extent (and only to the extent) required by the U.S. $100,000 annual limitation under Section 422(d) of the Code.

(c) **Stock Plan and Defined Terms.** This option is granted pursuant to the Plan, a copy of which the Optionee acknowledges having received. The provisions of the Plan are incorporated into this Agreement by this reference. Capitalized terms are defined in Section 16 of this Agreement.

SECTION 2. RIGHT TO EXERCISE.

(a) **Exercisability.** Subject to Subsection (b) below and the other conditions set forth in this Agreement, all or part of this option may be exercised prior to its expiration at the time or times set forth in the Notice of Stock Option Grant (International).

(b) **Stockholder Approval.** Any other provision of this Agreement notwithstanding, no portion of this option shall be exercisable at any time prior to the approval of the Plan by the Company’s stockholders.
SECTION 3. NO TRANSFER OR ASSIGNMENT OF OPTION.

Except as otherwise provided in this Agreement, this option and the rights and privileges conferred hereby shall not be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process.

SECTION 4. EXERCISE PROCEDURES.

(a) Notice of Exercise. The Optionee or the Optionee’s representative may exercise this option by giving written notice to the Company pursuant to Section 14(c). The notice shall specify the election to exercise this option, the number of Shares for which it is being exercised and the form of payment. The person exercising this option shall sign the notice. In the event that this option is being exercised by the representative of the Optionee, the notice shall be accompanied by proof (satisfactory to the Company) of the representative’s right to exercise this option. The Optionee or the Optionee’s representative shall deliver to the Company, at the time of giving the notice, payment in a form permissible under Section 6 for the full amount of the Purchase Price.

(b) Issuance of Shares. After receiving a proper notice of exercise, the Company shall cause to be issued one or more certificates evidencing the Shares for which this option has been exercised. Such Shares shall be registered (i) in the name of the person exercising this option, (ii) in the names of such person and his or her spouse as community property or as joint tenants with the right of survivorship (if applicable under local law) or (iii) with the Company’s consent, in the name of a revocable trust. The Company shall cause such certificates to be delivered to or upon the order of the person exercising this option.

SECTION 5. RESPONSIBILITY FOR TAXES.

Regardless of any action the Company or, if different, the Optionee’s employer (the “Employer”) takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax related items related to the Optionee’s participation in the Plan and legally applicable to the Optionee (“Tax-Related Items”), the Optionee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Optionee’s responsibility and may exceed the amount actually withheld by the Company or the Employer. The Optionee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the option, including, but not limited to, the grant, vesting or exercise of the option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the option to reduce or eliminate the Optionee’s liability for Tax-Related Items or achieve any particular tax result. Further, if the Optionee has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, the Optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.
Prior to the relevant taxable or tax withholding event, as applicable, the Optionee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Optionee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from a check or cash delivered by the Optionee (ii) withholding from the Optionee’s wages or other cash compensation paid to the Optionee by the Company and/or the Employer; or (iii) withholding from proceeds of the sale of Shares acquired at exercise of the option either through a voluntary sale or through a mandatory sale arranged by the Company (on the Optionee’s behalf pursuant to this authorization).

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

SECTION 6. PAYMENT FOR STOCK.

(a) **Cash.** All or part of the Purchase Price may be paid in cash or cash equivalents.

(b) **Exercise/Sale.** All or part of the Purchase Price and any withholding of Tax-Related Items may be paid by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company. However, payment pursuant to this Subsection (c) shall be permitted only if (i) Stock then is publicly traded and (ii) such payment does not violate applicable law.

SECTION 7. TERM AND EXPIRATION.

(a) **Basic Term.** This option shall in any event expire on the expiration date set forth in the Notice of Stock Option Grant (International), which date is 10 years after the Date of Grant (for U.S. taxpayers, five years after the Date of Grant if this option is designated as an ISO in the Notice of Stock Option Grant and Section 3(b) of the Plan applies).

(b) **Termination of Service (Except by Death).** If the Optionee’s Service terminates for any reason other than death, then this option shall expire on the earliest of the following occasions:

(i) The expiration date determined pursuant to Subsection (a) above;

(ii) The date three months after the termination of the Optionee’s Service for any reason other than Disability; or
The Optionee may exercise all or part of this option at any time before its expiration under the preceding sentence, but only to the extent that this option had become exercisable before the Optionee’s Service terminated. When the Optionee’s Service terminates, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable. In the event that the Optionee dies after termination of Service but before the expiration of this option, all or part of this option may be exercised (prior to expiration) by the executors or administrators of the Optionee’s estate or by bequest or inheritance, but only to the extent that this option had become exercisable before the Optionee’s Service terminated.

(c) **Death of the Optionee.** If the Optionee dies while in Service, then this option shall expire on the earlier of the following dates:

(i) The expiration date determined pursuant to Subsection (a) above; or

(ii) The date 12 months after the Optionee’s death.

All or part of this option may be exercised at any time before its expiration under the preceding sentence by the executors or administrators of the Optionee’s estate, bequest or inheritance, but only to the extent that this option had become exercisable before the Optionee’s death. When the Optionee dies, this option shall expire immediately with respect to the number of Shares for which this option is not yet exercisable.

(d) **Part-Time Employment and Leaves of Absence.** If the Optionee commences working on a part-time basis, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant (International) in accordance with the Company’s part-time work policy or the terms of an agreement between the Optionee and the Company pertaining to his or her part-time schedule. If the Optionee goes on a leave of absence, then the Company may adjust the vesting schedule set forth in the Notice of Stock Option Grant (International) in accordance with the Company’s leave of absence policy or the terms of such leave. Except as provided in the preceding sentence, Service shall be deemed to continue for any purpose under this Agreement while the Optionee is on a *bona fide* leave of absence, if (i) such leave was approved by the Company in writing and (ii) continued crediting of Service for such purpose is expressly required by the terms of such leave or by applicable law (as determined by the Company). Service shall be deemed to terminate when such leave ends, unless the Optionee immediately returns to active work.

(e) **Date Service Terminates.** Except with regard to bona fide leaves of absences as provided in (d) above, for purposes of an NSO, termination of Service as used in this Section 7 shall be effective as of the date that the Optionee is no longer actively working for the Company or its Parent or Subsidiaries (whether or not the termination is in breach of local labor laws and is found to be invalid), and will not be extended by any notice period mandated under local law (e.g., Service would not include a period of “garden leave” or similar period pursuant to local law); the Board of Directors and/or the Committee shall have the exclusive discretion to determine when the Optionee is no longer providing Services for purposes of his or her option grant.
Notice Concerning ISO Treatment. For U.S. taxpayers, even if this option is designated as an ISO in the Notice of Stock Option Grant (International), it ceases to qualify for favorable tax treatment as an ISO to the extent that it is exercised:

(i) More than three months after the date when the Optionee ceases to be an Employee for any reason other than death or permanent and total disability (as defined in Section 22(e)(3) of the Code);

(ii) More than 12 months after the date when the Optionee ceases to be an Employee by reason of permanent and total disability (as defined in Section 22(e)(3) of the Code); or

(iii) More than three months after the date when the Optionee has been on a leave of absence for 90 days, unless the Optionee’s reemployment rights following such leave were guaranteed by statute or by contract.

SECTION 8. RIGHT OF FIRST REFUSAL.

(a) Right of First Refusal. In the event that the Optionee proposes to sell, pledge or otherwise transfer to a third party any Shares acquired under this Agreement, or any interest in such Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Shares. If the Optionee desires to transfer Shares acquired under this Agreement, the Optionee shall give a written Transfer Notice to the Company describing fully the proposed transfer, including the number of Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Company that the proposed sale or transfer will not violate any applicable U.S. federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Optionee and by the proposed Transferee and must constitute a binding commitment of both parties to the transfer of the Shares. The Company shall have the right to purchase all, and not less than all, of the Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Subsection (b) below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Company.

(b) Transfer of Shares. If the Company fails to exercise its Right of First Refusal within 30 days after the date when it received the Transfer Notice, the Optionee may, not later than 90 days following receipt of the Transfer Notice by the Company, conclude a transfer of the Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable U.S. federal, State and foreign securities laws and not in violation of any other contractual restrictions to which the Optionee is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Optionee, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Subsection (a) above. If the Company exercises its Right of First
Refusal, the parties shall consummate the sale of the Shares on the terms set forth in the Transfer Notice within 60 days after the date when the Company received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Shares was to be made in a form other than cash or cash equivalents paid at the time of transfer, the Company shall have the option of paying for the Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

(c) **Additional or Exchanged Securities and Property.** In the event of a merger or consolidation of the Company with or into another entity, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Shares subject to this Section 8 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Shares subject to this Section 8.

(d) **Termination of Right of First Refusal.** Any other provision of this Section 8 notwithstanding, in the event that the Stock is readily tradable on an established securities market when the Optionee desires to transfer Shares, the Company shall have no Right of First Refusal, and the Optionee shall have no obligation to comply with the procedures prescribed by Subsections (a) and (b) above.

(e) **Permitted Transfers.** This Section 8 shall not apply to (i) a transfer by will or intestate succession or (ii) a transfer to one or more members of the Optionee’s Immediate Family or to a trust established by the Optionee for the benefit of the Optionee and/or one or more members of the Optionee’s Immediate Family, provided in either case that the Transferee agrees in writing on a form prescribed by the Company to be bound by all provisions of this Agreement. If the Optionee transfers any Shares acquired under this Agreement, either under this Subsection (e) or after the Company has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to the Optionee.

(f) **Termination of Rights as Stockholder.** If the Company makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 8, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefore have been delivered as required by this Agreement.

(g) **Assignment of Right of First Refusal.** The Board of Directors may freely assign the Company’s Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Company shall assume all of the Company’s rights and obligations under this Section 8.
SECTION 9. LEGALITY OF INITIAL ISSUANCE.

No Shares shall be issued upon the exercise of this option unless and until the Company has determined that:

(a) It and the Optionee have taken any actions required to register the Shares under the Securities Act or to perfect an exemption from the registration requirements thereof;

(b) Any applicable listing requirement of any stock exchange or other securities market on which Stock is listed has been satisfied; and

(c) Any other applicable provision of U.S. federal, State or foreign law has been satisfied.

SECTION 10. NO REGISTRATION RIGHTS.

The Company may, but shall not be obligated to, register or qualify the sale of Shares under the Securities Act or any other applicable law. The Company shall not be obligated to take any affirmative action in order to cause the sale of Shares under this Agreement to comply with any law.

SECTION 11. RESTRICTIONS ON TRANSFER OF SHARES.

(a) Securities Law Restrictions. Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any U.S. State, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any U.S. State or any other law.

(b) Market Stand-Off. In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company’s initial public offering, the Optionee or a Transferee shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares acquired under this Agreement without the prior written consent of the Company or its managing underwriter. Such restriction (the “Market Stand-Off”) shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by the Company or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the U.S. National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the
date of the Company’s initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Company’s outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Agreement until the end of the applicable stand-off period. The Company’s underwriters shall be beneficiaries of the agreement set forth in this Subsection (b). This Subsection (b) shall not apply to Shares registered in the public offering under the Securities Act.

(c) **Investment Intent at Grant.** The Optionee represents and agrees that the Shares to be acquired upon exercising this option will be acquired for investment, and not with a view to the sale or distribution thereof.

(d) **Investment Intent at Exercise.** In the event that the sale of Shares under the Plan is not registered under the Securities Act but an exemption is available that requires an investment representation or other representation, the Optionee shall represent and agree at the time of exercise that the Shares being acquired upon exercising this option are being acquired for investment, and not with a view to the sale or distribution thereof, and shall make such other representations as are deemed necessary or appropriate by the Company and its counsel.

(e) **Legends.** All certificates evidencing Shares purchased under this Agreement shall bear the following legend:

“THE SHARES REPRESENTED HEREBY MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, ENCUMBERED OR IN ANY MANNER DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE TERMS OF A WRITTEN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR THE PREDECESSOR IN INTEREST TO THE SHARES). SUCH AGREEMENT GRANTS TO THE COMPANY CERTAIN RIGHTS OF FIRST REFUSAL UPON AN ATTEMPTED TRANSFER OF THE SHARES. THE SECRETARY OF THE COMPANY WILL UPON WRITTEN REQUEST FURNISH A COPY OF SUCH AGREEMENT TO THE HOLDER HEREOF WITHOUT CHARGE.”

All certificates evidencing Shares purchased under this Agreement in an unregistered transaction shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

“THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”
Removal of Legends. If, in the opinion of the Company and its counsel, any legend placed on a stock certificate representing Shares sold under this Agreement is no longer required, the holder of such certificate shall be entitled to exchange such certificate for a certificate representing the same number of Shares but without such legend.

Administration. Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 11 shall be conclusive and binding on the Optionee and all other persons.

SECTION 12. ADJUSTMENT OF SHARES.

In the event of any transaction described in Section 8(a) of the Plan, the terms of this option (including, without limitation, the number and kind of Shares subject to this option and the Exercise Price) shall be adjusted as set forth in Section 8(a) of the Plan. In the event that the Company is subject to a transaction described in Section 8(b) of the Plan, this option shall be subject to the agreement governing such transaction, as provided in Sections 8(b) and 8(c) of the Plan.

SECTION 13. DISCLOSURE OF INFORMATION

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

The Optionee understands that Data will be transferred to any third party assisting the Company with the implementation, administration and management of the Plan. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient’s country (e.g., the United States) may have different data privacy laws and protections than the Optionee’s country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee’s local human resources representative. The Optionee authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing his or her participation in the Plan.

The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee’s participation in the Plan. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. The Optionee understands, however, that refusing or withdrawing his or her consent may affect the Optionee’s ability to participate in the Plan. For more information on the consequences of the Optionee’s refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.
SECTION 14. MISCELLANEOUS PROVISIONS.

(a) **Rights as a Stockholder.** Neither the Optionee nor the Optionee’s representative shall have any rights as a stockholder with respect to any Shares subject to this option until the Optionee or the Optionee’s representative becomes entitled to receive such Shares by filing a notice of exercise and paying the Purchase Price pursuant to Sections 4 and 6.

(b) **No Retention Rights.** Nothing in this option or in the Plan shall confer upon the Optionee any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining the Optionee) or of the Optionee, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(c) **Notice.** Any notice required by the terms of this Agreement shall be given in writing. It shall be deemed effective upon (i) personal delivery, (ii) deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or (iii) deposit for delivery by an internationally recognized mail or courier service, with shipping charges prepaid. Notice shall be addressed to the Company at its principal executive office and to the Optionee at the address that he or she most recently provided to the Company in accordance with this Subsection (c).

(d) **Entire Agreement.** The Notice of Stock Option Grant (International), this Agreement (including the Appendix) and the Plan constitute the entire contract between the parties hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied) that relate to the subject matter hereof.

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

(f) **Appendix.** The option shall be subject to any special provisions set forth in the Appendix for the Optionee’s country, if any. If the Optionee relocates to one of the countries included in the Appendix during the life of the option, the special provisions for such country shall apply to the Optionee, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

(g) **Choice of Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware of the United States of America, as such laws are applied to contracts entered into and performed in such State. For purposes of litigating any dispute that arises directly or indirectly from the grant of the option and the
Agreement, the Optionee and the Company hereby submit to and consent to the exclusive jurisdiction of the State of California, U.S.A. and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts.

(h) **Plan Discretionary.** The Optionee understands and acknowledges that (i) the Plan is entirely discretionary, (ii) the Company and, if different, the Employer have reserved the right to amend, suspend or terminate the Plan at any time, (iii) the grant of an option does not in any way create any contractual or other right to receive additional grants of options (or benefits in lieu of options) at any time or in any amount and (iv) all determinations with respect to any additional grants, including (without limitation) the times when options will be granted, the number of Shares offered, the Exercise Price and the vesting schedule, will be at the sole discretion of the Company.

(i) **Extraordinary Benefit.** The terms of Service of an Optionee or Purchaser shall not be affected in any way by the grant of an Option or the award or sale of Shares under the Plan to him or her, and the rights deriving from such grant, award or sale shall not form part of such terms either expressly or impliedly. The value of this option shall be an extraordinary item outside the scope of the Optionee’s Service contract, if any, and shall not be considered a part of his or her normal or expected compensation for purposes of calculating severance, resignation, termination, redundancy, dismissal, or end-of-service payments or damages, bonuses, long-service awards, pension, retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past Services for the Company, the Employer, or any Subsidiary.

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

SECTION 15. ACKNOWLEDGEMENTS OF THE OPTIONEE.

(a) **Nature of Grant.** In accepting the option, the Optionee acknowledges, understands and agrees that:

(i) the Optionee’s participation in the Plan shall not create a right to further employment or Service relationship with the Employer;

(ii) the Optionee is voluntarily participating in the Plan;
(iii) the option grant and the Optionee’s participation in the Plan will not be interpreted to form an employment or Service contract or relationship with the Company or any Subsidiary;

(iv) the future value of the Shares underlying the option is unknown and cannot be predicted with certainty;

(v) if the underlying Shares do not increase in value, the option will have no value; and

(vi) if the Optionee exercises the option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Exercise Price.

(b) **No Advice Regarding Grant.** The Optionee acknowledges and agrees that the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Optionee’s participation in the Plan, or the Optionee’s acquisition or sale of the underlying Shares. The Optionee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

(c) **Tax Consequences.** The Optionee agrees that he or she shall not make any claim against the Company or its Board of Directors, officers or employees related to Tax-Related Items liabilities arising from this option or the Optionee’s other compensation. In particular, if the Optionee is a U.S. taxpayer, he or she acknowledges that this option is exempt from Section 409A of the Code only if the Exercise Price is at least equal to the Fair Market Value per Share on the Date of Grant. Since Shares are not traded on an established securities market, the determination of their Fair Market Value is made by the Board of Directors or by an independent valuation firm retained by the Company. The Optionee acknowledges that there is no guarantee in either case that the U.S. Internal Revenue Service or other governmental tax authority will agree with the valuation, and the Optionee shall not make any claim against the Company or its Board of Directors, officers or employees in the event that the U.S. Internal Revenue Service or other governmental tax authority asserts that the valuation was too low.

(d) **Electronic Delivery of Documents.** The Optionee agrees that the Company may deliver by email all documents relating to the Plan or this option (including, without limitation, a copy of the Plan) and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the U.S. Securities and Exchange Commission). The Optionee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company to participate in the Plan through an on-line electronic system established and maintained by the Company or a third party designated by the Company. If the Company posts these documents on a website, it shall notify the Optionee by email.

(e) **Language.** The Optionee agrees that, if he or she has received this Agreement, or any other document related to the option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
(f) **Imposition of Other Requirements.** The Optionee understands and agrees that the Company reserves the right to impose other requirements on the option and the Shares purchased upon exercise of the option, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

SECTION 16. DEFINITIONS.

(a) “**Agreement**” shall mean this Stock Option Agreement (International), including the country specific Appendix, if any.

(b) “**Appendix**” shall mean any appendix attached to the Agreement containing country-specific terms and conditions for the Optionee’s country.

(c) “**Board of Directors**” shall mean the Board of Directors of the Company, as constituted from time to time or, if a Committee has been appointed, such Committee.

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

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

(f) “**Company**” shall mean FireEye, Inc., a Delaware corporation.

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

(h) “**Date of Grant**” shall mean the date of grant specified in the Notice of Stock Option Grant (International), which date shall be the later of (i) the date on which the Board of Directors resolved to grant this option or (ii) the first day of the Optionee’s Service.

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

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

(k) “**Exercise Price**” shall mean the amount for which one Share may be purchased upon exercise of this option, as specified in the Notice of Stock Option Grant (International).
(l) “Fair Market Value” shall mean the fair market value of a Share, as determined by the Board of Directors in good faith. Such determination shall be conclusive and binding on all persons.

(m) “Immediate Family” shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and shall include adoptive relationships.

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

(o) “Notice of Stock Option Grant (International)” shall mean the document so entitled to which this Agreement is attached.

(p) “NSO” shall mean a stock option not described in Sections 422(b) or 423(b) of the Code.

(q) “Optionee” shall mean the person named in the Notice of Stock Option Grant (International).

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

(s) “Parent” shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(t) “Plan” shall mean the FireEye, Inc. 2008 Stock Plan, as in effect on the Date of Grant.

(u) “Purchase Price” shall mean the Exercise Price multiplied by the number of Shares with respect to which this option is being exercised.

(v) “Right of First Refusal” shall mean the Company’s right of first refusal described in Section 8.

(w) “Securities Act” shall mean the U.S. Securities Act of 1933, as amended.

(x) “Service” shall mean continuous active service as an Employee, Outside Director or Consultant. Service shall not include any notice period mandated under local law (e.g., continuous active service would not include a period of “garden leave” or similar period under local law).

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

(z) “Stock” shall mean the Common Stock of the Company.
(aa) "Subsidiary" shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(bb) "Transferee" shall mean any person to whom the Optionee has directly or indirectly transferred any Share acquired under this Agreement.

(cc) "Transfer Notice" shall mean the notice of a proposed transfer of Shares described in Section 8.
FIREEYE, INC. 2008 STOCK PLAN
NOTICE OF STOCK OPTION EXERCISE (NON-U.S.)

You must sign this Notice on Page 3 before submitting it to the Company.

OPTIONEE INFORMATION:
Name: ___________________ Social Security or Tax Identification Number: ___________________
Address: ___________________ Employee Number: ___________________

OPTION INFORMATION:
Date of Grant: ________ __, 20__
Exercise Price per Share: $____
Total number of shares of Common Stock of FireEye, Inc. (the “Company”) covered by the option: ______________

EXERCISE INFORMATION:
Number of shares of Common Stock of the Company for which the option is being exercised now: ______________. (These shares are referred to below as the “Purchased Shares.”)
Total Exercise Price for the Purchased Shares: $______

Form of payment enclosed [check all that apply]:
☐ Check for $______, payable to “FireEye, Inc.”
☐ Certificate(s) for _________ shares of Common Stock of the Company. These shares will be valued as of the date this notice is received by the Company. [Requires Company consent.]
☐ Attestation Form covering _________ shares of Common Stock of the Company. These shares will be valued as of the date this notice is received by the Company. [Requires Company consent.]
Name(s) in which the Purchased Shares should be registered [please check one box]:

☐ In my name only
☐ In the names of my spouse and myself
☐ In the name of an eligible revocable trust [requires Stock Transfer Agreement]

My spouse’s name (if applicable):

Full legal name of revocable trust:

The certificate for the Purchased Shares should be sent to the following address:

________________________________________________________

________________________________________________________

________________________________________________________

REPRESENTATIONS AND ACKNOWLEDGMENTS OF THE OPTIONEE:

1. I represent and warrant to the Company that I am acquiring and will hold the Purchased Shares for investment for my account only, and not with a view to, or for resale in connection with, any “distribution” of the Purchased Shares within the meaning of the U.S. Securities Act of 1933, as amended (the “Securities Act”).

2. I understand that the Purchased Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Purchased Shares must be held indefinitely, unless they are subsequently registered under the Securities Act or I obtain an opinion of counsel (in form and substance satisfactory to the Company and its counsel) that registration is not required.

3. I acknowledge that the Company is under no obligation to register the Purchased Shares.

4. I am aware of the adoption of Rule 144 by the U.S. Securities and Exchange Commission under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions. These conditions include (without limitation) that certain current public information about the issuer is available, that the resale occurs only after the holding period required by Rule 144 has been satisfied, that the sale occurs through an unsolicited “broker’s transaction” and that the amount of securities being sold during any three-month period does not exceed specified limitations. I understand that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company has no plans to satisfy these conditions in the foreseeable future.

5. I will not sell, transfer or otherwise dispose of the Purchased Shares in violation of the Securities Act, the U.S. Securities Exchange Act of 1934, or the rules promulgated thereunder, including Rule 144 under the Securities Act.

6. I acknowledge that I have received and had access to such information as I consider necessary or appropriate for deciding whether to invest in the Purchased Shares and that I had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Purchased Shares.
7. I am aware that my investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. I am able, without impairing my financial condition, to hold the Purchased Shares for an indefinite period and to suffer a complete loss of my investment in the Purchased Shares.

8. I acknowledge that the Purchased Shares remain subject to the Company’s right of first refusal and the market stand-off (sometimes referred to as the “lock-up”), all in accordance with the applicable Notice of Stock Option Grant and Stock Option Agreement.

9. I acknowledge that I am acquiring the Purchased Shares subject to all other terms of the Notice of Stock Option Grant and Stock Option Agreement.

10. I acknowledge that the Company has encouraged me to consult my own adviser to determine the tax consequences of acquiring the Purchased Shares at this time.

11. I agree that the Company does not have a duty to design or administer the 2008 Stock Plan or its other compensation programs in a manner that minimizes my tax liabilities. I will not make any claim against the Company or its Board of Directors, officers or employees related to tax liabilities arising from my options or my other compensation. In particular, I acknowledge that my options are exempt from section 409A of the U.S. Internal Revenue Code only if the exercise price per share is at least equal to the fair market value per share of the Company’s Common Stock at the time the option was granted by the Company’s Board of Directors. Since shares of the Company’s Common Stock are not traded on an established securities market, the determination of their fair market value was made by the Company’s Board of Directors or by an independent valuation firm retained by the Company. I acknowledge that there is no guarantee in either case that the Internal Revenue Service will agree with the valuation, and I will not make any claim against the Company or its Board of Directors, officers or employees in the event that the Internal Revenue Service asserts that the valuation was too low.

12. I agree to seek the consent of my spouse to the extent required by the Company to enforce the foregoing.

**SIGNATURE:** ___________________________ **DATE:** ___________________________
Mr. David DeWalt

Dear Dave:

On behalf of FireEye, Inc. (the “Company”), I am pleased to offer you employment as the Chief Executive Officer (the “CEO”) of the Company. You will report to the Board of Directors (the “Board”) and shall perform the duties and responsibilities customary for such position and such other related duties as are assigned by the Board.

You will also continue to serve as the Chairman of the Company’s Board. The Board may, however, remove you as Chairman of the Board at any time, for any or no reason, with or without notice at its sole and absolute discretion. Notwithstanding the foregoing, for all purposes under this letter agreement, your removal by the Board as Chairman without your consent at any time following the date on which you commence employment as the Company’s CEO (the “CEO Commencement Date”) but prior to the later of (i) the release of any market stand-off imposed by the Company or the managing underwriter of the Company’s first underwritten public offering of its equity securities pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (an “IPO”) and (ii) the first annual general meeting of the Company’s stockholders following such IPO shall be treated as a Termination Without Cause (provided a Separation occurs).

The terms described herein will be effective beginning on the CEO Commencement Date; provided, however, that this offer is expressly conditioned upon your commencing employment with the Company as CEO no later than Friday, November 23, 2012. For the avoidance of doubt, if you do not commence employment as the Company’s CEO on or prior to Friday, November 23, 2012 this agreement will be void and of no further force and effect.

I. Cash Compensation and Employee Benefits

1. **Cash Compensation.** Beginning on the CEO Commencement Date, the Company will pay you a starting salary at the rate of $350,000 per year, less required deductions and withholdings, payable in accordance with the Company’s standard payroll schedule. This salary will be subject to adjustment pursuant to the Company’s employee compensation policies in effect from time to time.

2. **Bonus.** In addition, you will be eligible to be considered for an annual target incentive bonus of up to $200,000 for each fiscal year of the Company. The bonus (if any) will be awarded based on objective or subjective criteria established and approved by the Board, which shall have the sole discretion to determine whether you have earned any bonus and, if so, the amount of such bonus. Any bonus award to you for the fiscal year in which your employment begins will be prorated, based on the number of days you are employed as CEO by the Company during that fiscal year. Any bonus for a fiscal year will be paid within 2 1/2 months after the close of that fiscal year, but only will be deemed earned if you are still employed by the Company at the time of payment (except as otherwise provided in Section 4(b) below). The determinations of the Board with respect to your bonus will be final and binding.

3. **Employee Benefits.** As a regular employee of the Company, you may participate in the Company-sponsored benefits generally available to executive officers of the Company, subject to the applicable terms of the applicable benefit plans. In addition, you will be entitled to paid vacation in accordance with the Company’s vacation policy, as in effect from time to time. Further, the Company will continue to pay your monthly premiums for...
continuation of medical benefits coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") until the earlier of the date on which you become eligible to participate in Company-sponsored healthcare benefits or the date on which this offer terminates.

4. Severance Benefits. For the avoidance of doubt, the benefits described in this Section 4 will apply if, following the CEO Commencement Date, (i) the Company experiences a Change in Control and within 24 months following such transaction you are subject to an Involuntary Termination (a "Change in Control Termination") or (ii) you are subject to a Termination Without Cause either prior to, or more than 24 months following, a Change in Control of the Company:

   a. General. You shall not be entitled to any benefits set forth in this Section 4 unless you (i) have returned all Company property in your possession, (ii) have resigned as a member of the Boards of the Company and all of its subsidiaries, as well as from any other positions with such entities, to the extent applicable, and (iii) have executed a general release of all claims that you may have against the Company or persons affiliated with the Company. The release must be in the form prescribed by the Company, without alterations. You must execute and return the release on or before the date specified by the Company in the prescribed form (the "Release Deadline"). The Release Deadline will in no event be later than 50 days after your Separation. If you fail to return the release on or before the Release Deadline, or if you revoke the release, then you will not be entitled to the benefits described in this Section 4.

   b. Cash Severance. The Company will pay you an amount equal to twelve (12) months of your base salary, less required withholdings (and, in the event of a Change in Control Termination, an additional amount equal to your annual target bonus, less required withholdings) paid in equal installments over the first 12 months following your Separation. Your base salary (and, if applicable, annual target bonus) will be paid at the rate in effect at the time of your Separation and in accordance with the Company’s standard payroll procedures. The severance payments will commence following the effective date of the release and within 60 days after your Separation and, once they commence, will include any unpaid amounts accrued from the date of your Separation. However, if the 60-day period described in the preceding sentence spans two calendar years, then the payments will in any event begin in the second calendar year.

   c. Section 409A. For purposes of Section 409A of the Code, each payment under Section 4(b) is hereby designated as a separate payment. If the Company determines that you are a "specified employee" under Section 409A(a)(2)(B)(i) of the Code at the time of your Separation, then (i) the severance payments under Section 4(b), to the extent that they are subject to Section 409A of the Code, will commence on the first business day following (A) expiration of the six-month period measured from your Separation or (B) the date of your death and (ii) the installments that otherwise would have been paid prior to such date will be paid in a lump sum when the severance payments commence, without interest.

II. Equity Awards.

You have been granted a number of equity awards, the vesting terms of each of which is amended and restated below. If you do not commence employment as the CEO on or prior to November 23, 2012, then the Company may, in its discretion, exercise any repurchase right or forfeiture right in its favor with respect to shares that vest only based on service as the Company’s CEO.

A. Stock Grants. As described in each applicable Stock Grant Agreement evidencing an award, if you do not vest in all or any portion of a stock grant for any reason, the unvested shares will forfeit to the Company, without payment of any consideration to you, at the time your service with the Company terminates.

   1. The “0.25% Share Award.” You will vest in 1/48th of the shares subject to this award upon your completion of each month of continuous service as a Board member beginning May 1, 2012.

   1 269,686 shares of the Company’s Common Stock are subject to the 0.25% Share Award.
2. The “0.35% Share Award.” You will vest in \( \frac{1}{7} \) of the shares subject to this award upon your completion of each month of continuous service as Chairman after May 1, 2012.

3. The “0.4% Share Award.” You will vest in 100% of this award on the six-month anniversary of the CEO Commencement Date, provided you remain in continuous Qualifying Service on such date.

4. The “0.775% Share Award.” You will vest in 100% of this award on the 12-month anniversary of the CEO Commencement Date, provided you remain in continuous Qualifying Service on such date.

5. The “0.325% Share Award.” You will vest in this award in equal monthly installments over 5 months on the last day of each month following the 12-month anniversary of the CEO Commencement Date (that is, the first such month of vesting shall be upon the completion of 13 months of service as CEO following the CEO Commencement Date), provided you remain in continuous Qualifying Service on each such vesting date.

B. Option Grants. You have been granted options to purchase shares of the Company’s Common Stock, the vesting terms of which are amended and restated below, and all of which have been exercised by you pursuant to the terms of promissory notes entered into between you and the Company (collectively, the “Promissory Notes”). As described in each applicable Stock Option Agreement, if you do not vest in all or any portion of the options for any reason, the unvested portion will be subject to repurchase by the Company at the time your applicable service with the Company terminates. The “2% Option” and the “True-Up Option” (each as described below) are referred to collectively herein as the “CEO Options.”

1. The “2% Option.” You will vest in this award in equal monthly installments over 31 months on the last day of each month following the 17-month anniversary of the CEO Commencement Date (that is, the first such month of vesting shall be upon the completion of 18 months of service as CEO following the CEO Commencement Date), provided you remain in continuous Qualifying Service through each such date.

2. The “True-Up Option.” You will vest in this award in equal monthly installments over 48 months following the CEO Commencement Date, provided you remain in continuous Qualifying Service through each such date.

C. Additional Equity Award Terms.

1. Accelerated Vesting in Connection with a Change in Control. You may become entitled to accelerated vesting under certain circumstances as described below. In no event would you vest in a greater number of shares than the total number subject to the award at the date of grant. The accelerated vesting described below supersedes any accelerated or additional vesting provided under the Plan. Except as set forth below, no vesting acceleration will apply to your equity awards in connection with or as a result of a Change in Control.

   a. If the Company is subject to a Change in Control prior to the CEO Commencement Date, then:

      i. If you remain on the Board through the date immediately preceding the transaction effective date, you will vest in all of the then-unvested shares subject to the 0.25% Share Award; and

377,560 shares of the Company’s Common Stock are subject to the 0.35% Share Award.
3,419,497 shares of the Company’s Common Stock are subject to the 0.4% Share Award.
Service as CEO will be referred to as “Qualifying Service.” For the avoidance of doubt, service only as a member of the Company’s Board of Directors, or as Chairman of the Board, without also serving as CEO, will not constitute Qualifying Service.
8,360,266 shares of the Company’s Common Stock are subject to the 0.775% Share Award.
3,509,591 shares of the Company’s Common Stock are subject to the 0.325% Share Award.
Option to purchase 2,157,486 shares of the Company’s Common Stock granted on May 1, 2012.
Option to purchase 41,000 shares of the Company’s Common Stock granted on June 15, 2012.
ii. If you remain as Chairman through the date immediately preceding the transaction effective date, you will vest in all of the then-unvested shares subject to the 0.35% Share Award.

b. If the Company is subject to a Change in Control on or after the CEO Commencement Date, and as of the date immediately preceding the transaction effective date you remain in continuous Qualifying Service, then in addition to the vesting acceleration described in Subsection (a) above, you will vest in all of the then-unvested shares subject to the 0.4% Share Award. Further, if subsequent to the transaction effective date you experience a Change in Control Termination, you will vest in all of the then-unvested shares subject to the 0.775% Share Award and the 0.325% Share Award, and the vesting with respect to the CEO Options will be determined by adding 24 months to the actual period of service as CEO that you have completed with the Company.

2. Accelerated Vesting Not in Connection with a Change in Control. In addition, provided you have not previously become entitled to accelerated vesting under Section 1 above, you may become entitled to accelerated vesting under certain circumstances as described below. Except as set forth below or in Section 1 above, no vesting acceleration will apply to your equity awards.

a. Removal without Cause from a Board Position. If you are removed at any time from the Board other than for Cause (as defined below), then the vested percentage of your 0.25% Share Award will be determined by adding 12 months to the actual period of service on the Board; and

b. Termination Without Cause as CEO. If after the CEO Commencement Date you are subject to a Termination Without Cause and such termination does not constitute a Change in Control Termination (as defined above), then all of the shares subject to the 0.35% Share Award, the 0.4% Share Award and the 0.775% Share Award shall vest and the vesting with respect to the 0.325% Share Award and the CEO Options will be determined by adding 12 months to the actual period of service that you have completed with the Company as CEO following the CEO Commencement Date.

3. Secondary Liquidity. If, following the CEO Commencement Date and prior to both (i) the termination of your Qualifying Service and (ii) the completion of the Company’s IPO, the Company completes an equity round of financing raising at least $30,000,000 in gross proceeds for the Company and in which one or more of the participating investors offers to purchase shares of the Company’s Common Stock from any of the Company’s existing stockholders (a “Secondary Opportunity”), then if you wish to sell some of your vested and owned shares of the Company Common Stock in such Secondary Opportunity, the Company will use its reasonable efforts to facilitate the sale by you to such investors of up to that number of shares of Company Common Stock, on substantially the same terms proposed by such investors in the Secondary Opportunity, that equals the lesser of (x) the total number of shares of Company Common Stock that you hold that are vested at the time of the Secondary Opportunity, (y) the total number of shares that such investors wish to purchase in such Secondary Opportunity, and (z) number of shares having an aggregate sales price in such Secondary Opportunity of $8,000,000; provided, however, that any proceeds you receive shall be used to first settle the then-outstanding principal and accrued interest on the Promissory Notes.

III. General Provisions

A. Tax Matters.

1. General. You are responsible for any and all taxes, including withholding taxes that legally apply to the payments and benefits provided to you by the Company, and all forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable income, payroll and similar withholding taxes and other deductions required by law. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board related to tax liabilities arising from your compensation.
2. **Section 280G.** If any payments and other benefits provided for in this letter agreement or otherwise constitute “parachute payments” within the meaning of Section 280G of the Code and, but for this paragraph, would be subject to the excise tax imposed by Section 4999 of the Code, then payments and other benefits will be payable to you either in full or in such lesser amounts as would result, after taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, in your receipt on an after-tax basis of the greatest amount of payments and other benefits, by reducing payments in the following order: (i) cancellation of accelerated vesting of stock options that are out-of-the-money; (ii) reduction in cash payments; (iii) cancellation of accelerated vesting of all equity awards that are not out-of-the-money stock options; and (iv) other employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant.

**B. Interpretation, Amendment and Enforcement.** As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, as a condition of your employment you will be required to sign the Company’s Proprietary Information and Inventions Agreement (the “PIIA”) on or prior to the CEO Commencement Date. A copy of that agreement is attached hereto as Exhibit A. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. You represent that your signing of this letter agreement and the PIIA, and your commencement of employment with the Company, will not violate any agreement currently in place between yourself and current or past employers. To the extent that the terms of this letter agreement are inconsistent with those of the PIIA, the terms of this letter agreement shall govern. You agree to be bound by the policies and procedures of the Company now or hereafter in effect relating to the conduct of employees.

This letter agreement (together with the PIIA, the Company’s Stock Plan, any stock option agreement or stock grant issued thereunder (after giving effect to the provisions described herein) and the Promissory Notes (and Stock Pledge Agreements referenced therein), supersede and replace any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company (including without limitation the letter agreement between you and the Company dated May 1, 2012) and constitute the entire agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

This letter agreement shall be construed and enforced in accordance with the internal laws of the State of California (without regard to its laws relating to choice-of-law or conflict-of-laws). You and the Company shall submit to mandatory and exclusive binding confidential arbitration of any controversy or claim arising out of, or relating to, this letter agreement or any breach hereof or otherwise arising out of, or relating to, your employment with the Company or the termination thereof, provided, however, that the parties retain their right to, and shall not be prohibited, limited or in any other way restricted from, seeking or obtaining injunctive relief from a court having jurisdiction over the parties related to the improper use, disclosure or misappropriation of a party’s proprietary, confidential or trade secret information. Such arbitration shall be conducted through JAMS in the State of California, Santa Clara County, before a single neutral arbitrator, in accordance with the JAMS’ then-current rules for the resolution of employment disputes. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. You shall bear only those costs of arbitration you would otherwise bear had you brought a covered claim in court. Judgment upon the determination or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This agreement to arbitrate does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict the employee’s ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims.
C. **At-Will Service Relationship.** Your service relationship with the Company (whether as a Board member, as Chairman of the Board, or as an employee of the Company) is for no specific period of time. Your service with the Company will be “at will,” meaning that either you or the Company may terminate your service at any time and for any reason, with or without cause (subject to the terms of this letter agreement). Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term.

D. **Nondisparagement.** You agree that you will not disparage the Company or its products with any written or oral statement. Nothing in this paragraph shall prohibit you from providing truthful information in response to a subpoena or other legal process.

E. **Definitions.** The following terms have the meaning set forth below wherever they are used in this letter agreement:

- **“Cause”** means (a) your unauthorized use or disclosure of the Company’s confidential information or trade secrets, which use or disclosure causes material harm to the Company, (b) your material breach of any agreement between you and the Company, (c) your material failure to comply with the Company’s written policies or rules, (d) your conviction of, or your plea of “guilty” or “no contest” to, a felony under the laws of the United States or any State, (e) your gross negligence or willful misconduct, (f) your continuing failure to perform assigned duties after receiving written notification of the failure from the Board, or (g) your failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested your cooperation; provided, however, that “Cause” will not be deemed to exist in the event of Subsections (b), (c) and (f) above unless you have been provided with (i) 30 days’ written notice by the Board of the act or omission constituting “Cause” and (ii) 30 days’ opportunity to cure such act or omission, if capable of cure (as determined by the Board in its sole discretion).


- **“Change in Control”** means (a) the consummation of a merger or consolidation of the Company with or into another entity or (b) the dissolution, liquidation or winding up of the Company. The foregoing notwithstanding, a merger or consolidation of the Company does not constitute a “Change in Control” if immediately after the merger or consolidation a majority of the voting power of the capital stock of the continuing or surviving entity, or any direct or indirect parent corporation of the continuing or surviving entity, will be owned by the persons who were the Company’s stockholders immediately prior to the merger or consolidation in substantially the same proportions as their ownership of the voting power of the Company’s capital stock immediately prior to the merger or consolidation. The foregoing notwithstanding, a transaction will not constitute a Change in Control unless such transaction also constitutes a “change in control event” as defined in Treasury Regulation §1.409A-3(i)(5), without regard to any alternative percentages thereunder.

- **“Involuntary Termination”** means either (a) your Termination Without Cause or (b) your Resignation for Good Reason.

- **“Resignation for Good Reason”** means a Separation as a result of your resignation within 12 months after one of the following conditions has come into existence without your consent: (a) a material reduction of your base salary as set forth herein or as such base salary may be increased during the course of your employment with the Company; (b) a material reduction of your target bonus as set forth herein or as increased during the course of your employment with the Company; (c) a material reduction in your duties, authority, reporting relationship or responsibilities, including (i) in the event of a Change in Control, the assignment of responsibilities, duties, reporting relationship or position that are not at least the substantial functional equivalent of your position occupied immediately preceding such Change in Control,
including the assignment of responsibilities, duties, reporting relationship or position that are not in a substantive area that is consistent with your experience and the position that you occupied prior to such Change in Control or (ii) a material diminution in the budget and number of subordinates over which you retain authority; (d) a requirement that you relocate to a location more than thirty-five (35) miles from your then-current office location; (e) a material violation by the Company of a material term of any employment, severance or change of control agreement between you and the Company; or (f) a failure by any successor entity to the Company to assume this letter agreement. A Resignation for Good Reason will not be deemed to have occurred unless you give the Company written notice of the condition within 90 days after the condition comes into existence and the Company fails to remedy the condition within 30 days after receiving your written notice.

“Separation” means a “separation from service,” as defined in the regulations under Section 409A of the Code.

“Termination Without Cause” means a Separation as a result of a termination of your employment by the Company without Cause, provided you are willing and able to continue performing services within the meaning of Treasury Regulation 1.409A-1(n)(1).

*     *     *

While you render services to the Company, whether as a Board member, as Chairman or as CEO, you agree not to engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company, including providing advice or otherwise providing services to any competitor of the Company.

The Company acknowledges your current positions on the Boards of Directors of Polycom, Inc., Jive Software, Inc., Five9, Inc., Delta Airlines, Inc. and MANDIANT. Following the CEO Commencement Date, (a) if the Company’s Board determines that the business, products or services of the Company conflict or overlap with those of MANDIANT (a “Business Conflict”), or (b) if any employee, consultant, advisor or Board member of the Company advances a meritorious claim, as determined by the Board in its sole discretion, that there is such a Business Conflict, or (c) you become aware of any such Business Conflict (either through your service to the Company or to MANDIANT), then the Company will commence a 60-day notification and verification period. During such period, you agree to notify MANDIANT of the Business Conflict, and the Company will offer you an opportunity to remediate such Business Conflict, if in the Board’s discretion the Business Conflict is subject to such remediation. If, following the conclusion of such notification and verification period, the Company determines, in its sole discretion, that the Business Conflict exists and has not been remediated, then you agree to resign immediately as a director of MANDIANT. In addition, you agree to seek the explicit approval of the Company’s Board before joining the board of directors of, or providing consulting or any other services to, any other entity (other than those entities described in this paragraph). By signing this letter agreement, you represent and warrant that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

The Company respects the right of every employer to protect its confidential, proprietary and trade secret information and therefore, you are expected not to disclose to anyone at the Company, or to use in any manner, any such information at any time. The Company also expects you to comply with all other legal obligations you have to any former employers, including any employee or customer non-solicitation obligations and any nondisparagement obligations you have with any other party.
Please indicate your acceptance of this letter agreement, and confirmation that it contains our complete agreement regarding the terms and conditions of your employment, by signing the bottom portion of this letter agreement and returning a copy to me via email. This offer will expire at 5:00 p.m. PT on Friday, November 23, 2012.

Very truly yours,

FIREEYE, INC.

By: /s/ Promod Hague
Title: /s/ Director

I have read and accept the terms set forth in this letter agreement:

/s/ David DeWalt
Signature of Dave DeWalt
Dated: 11/19/2012

**Attachment**

Exhibit A: Proprietary Information and Inventions Agreement
The following confirms and memorializes an agreement that FIREYE, INC., a Delaware corporation (the “Company”) and I (David DeWalt) have had since the commencement of my employment (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company that I may have had prior to actually becoming an employee) with the Company in any capacity and that is and has been a material part of the consideration for my employment by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party’s confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively “Inventions”) and I will promptly disclose all Inventions to Company. Without disclosing any third party confidential information, I will also disclose anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company’s expense, to further evidence, record and perfect any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to Company’s actual or proposed business is not within the scope of the foregoing assignment, I have listed it on Appendix B in a manner that does not violate any third party rights or disclose any confidential information. Without limiting Section 1 or Company’s other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or disclose my own or any third party’s confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.
3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “Moral Rights”). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute “Proprietary Information.” I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company’s telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

6. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company.

8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.
9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Nov 19th, 2012

Employee

/s/ David DeWalt

Signature

/s/ David DeWalt

Name (Printed)

Accepted and Agreed to:

FIREEYE, INC.

By: /s/ Promod Haque

Director

3
California Labor Code Section 2870. **Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.
Dear Ashar:

As we’ve discussed, as part of our executive transition at FireEye, Inc. (the “Company”), you have agreed to step down as the Chief Executive Officer (the “CEO”) of the Company and remain as Founder, Chief Technology Officer and Chief Strategy Officer. You will report to the Company’s CEO and shall perform the duties and responsibilities customary for such position and such other related duties as are assigned by the CEO.

You will also continue to serve as a member of the Company’s Board of Directors (the “Board”) and will be appointed Vice-Chairman of the Board. The Board may, however, remove you as Vice-Chairman of the Board at any time, for any or no reason, with or without notice at its sole and absolute discretion. Notwithstanding the foregoing, for all purposes under this letter agreement, your removal by the Board as Vice-Chairman without your consent at any time prior to the later of (i) the release of any market stand-off imposed by the Company or the managing underwriter of the Company’s first underwritten public offering of its equity securities pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (an “IPO”) and (ii) the first annual general meeting of the Company’s stockholders following such IPO shall be treated as a Termination Without Cause (provided a Separation occurs).

The terms described herein were effective beginning on November 19, 2012 (the “Transition Effective Date”).

I. Cash Compensation and Employee Benefits

1. **Cash Compensation.** Beginning on the Transition Effective Date, the Company will continue to pay you a starting salary at the rate of $300,000 per year, less required deductions and withholdings, payable in accordance with the Company’s standard payroll schedule. This salary will be subject to upward adjustment pursuant to the Company’s employee compensation policies in effect from time to time and may not be reduced without your consent.

2. **Bonus.** In addition, you will continue to be eligible to be considered for an annual target incentive bonus of up to $150,000 for each fiscal year of the Company. The bonus (if any) will be awarded based on objective or subjective criteria established and approved by the Board, which shall have the sole discretion to determine whether you have earned any bonus and, if so, the amount of such bonus. The determinations of the Board with respect to your bonus will be final and binding. Your annual target incentive bonus will be subject to upward adjustment pursuant to the Company’s employee compensation policies in effect from time to time and may not be reduced without your consent.

3. **Employee Benefits.** As a regular employee of the Company, you may participate in the Company-sponsored benefits generally available to executive officers of the Company, subject to the applicable terms of the applicable benefit plans. In addition, you will be entitled to paid vacation in accordance with the Company’s vacation policy, as in effect from time to time.
4. **Severance Benefits.** For the avoidance of doubt, the benefits described in this Section 4 will apply if, following the Transition Effective Date but prior to the expiration of the underwriter-imposed lockup in connection with the Company’s IPO, (i) the Company experiences a Change in Control and within 24 months following such transaction you are subject to an Involuntary Termination (a “Change in Control Termination”) or (ii) you are subject to a Termination Without Cause either prior to, or more than 24 months following, a Change in Control of the Company:

   a. **General.** You shall not be entitled to any benefits set forth in this Section 4 unless you (i) have returned all Company property in your possession, (ii) have resigned as a member of the Boards of the Company and all of its subsidiaries, as well as from any other positions with such entities, to the extent applicable, and (iii) have executed a general release of all claims that you may have against the Company or persons affiliated with the Company (a “Release”). The release must be in the form prescribed by the Company, without alterations. You must execute and return the release on or before the date specified by the Company in the prescribed form (the “Release Deadline”). The Release Deadline will in no event be later than 50 days after your Separation. If you fail to return the release on or before the Release Deadline, or if you revoke the release, then you will not be entitled to the benefits described in this Section 4.

   b. **Cash Severance.** The Company will pay you an amount equal to twelve (12) months of your base salary, less required withholdings (and, in the event of a Change in Control Termination, an additional amount equal to your annual target bonus, less required withholdings), paid in equal installments over the first 12 months following your Separation. Your base salary (and, if applicable, annual target bonus) will be paid at the rate in effect at the time of your Separation and in accordance with the Company’s standard payroll procedures. The severance payments will commence following the effective date of the release and within 60 days after your Separation and, once they commence, will include any unpaid amounts accrued from the date of your Separation. However, if the 60-day period described in the preceding sentence spans two calendar years, then the payments will in any event begin in the second calendar year.

   c. **Section 409A.** For purposes of Section 409A of the Code, each payment under Section 4(b) is hereby designated as a separate payment. If the Company determines that you are a “specified employee” under Section 409A(a)(2)(B)(i) of the Code at the time of your Separation, then (i) the severance payments under Section 4(b), to the extent that they are subject to Section 409A of the Code, will commence on the first business day following (A) expiration of the six-month period measured from your Separation or (B) the date of your death and (ii) the installments that otherwise would have been paid prior to such date will be paid in a lump sum when the severance payments commence, without interest.

5. **Legal Fees.** The Company will pay all reasonable legal fees, not to exceed $17,500, incurred by you in connection with the negotiation and drafting of this letter agreement directly to Gunderson Dettmer, LLP.

II. **Equity Awards.**

You have been granted options to purchase shares of the Company’s Common Stock, the vesting terms of which are amended and restated below, and certain of which have been exercised by you pursuant to the terms of promissory notes entered into between you and the Company (as amended herein, collectively, the “Promissory Notes”). As described in each applicable Stock Option Agreement, if you do not vest in all or any portion of the award for any reason, the unvested portion of the award will be automatically cancelled, if the award is an option, or subject to repurchase by the Company, if the award is restricted stock issued upon early exercise of an option, in each case at the time your applicable service with the Company terminates. The standard vesting terms are as set forth in the chart below. For avoidance of doubt, if you cease to be an employee of the Company, but continue as a member of the Board, your vesting will continue during such Board service. If the vesting terms stated below are different than those contained in your award agreements, the terms in this letter will govern.
<table>
<thead>
<tr>
<th>Grant ID</th>
<th>Grant Date</th>
<th>Vesting Commencement Date</th>
<th>Shares Subject to Original Grant</th>
<th>Shares Vested at 10/31/2012</th>
<th>Vesting Schedule</th>
<th>Future Vesting</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012-1</td>
<td>3/30/2012</td>
<td>6/26/2012</td>
<td>1,618,439</td>
<td>147,132</td>
<td>1/44th per month for the first 6 months; 1/132nd per month for the next 6 months; 1/44th of the shares each month thereafter</td>
<td>36,782 shares on each of November 26 and December 26, 2012. 12,260 shares per month on the 26 of each of January through June 2013. 36,782 shares per month on the 26th of each month beginning on July 26, 2012.</td>
</tr>
<tr>
<td>2012-2</td>
<td>5/25/2012</td>
<td>5/25/2012</td>
<td>484,425</td>
<td>0</td>
<td>All of the Shares subject to this option shall vest upon the earliest of (x) the 12-month anniversary of the Vesting Commencement Date, (y) the date on which a Chief Executive Officer of the Company other than Optionee commences employment with the Company and (z) the closing date of the first sale of the Company’s Common Stock pursuant to an IPO, provided that in each case the Optionee remains in continuous Service through the applicable date.</td>
<td>All of the Shares subject to this option shall vest upon the earliest of (x) the 12-month anniversary of the Vesting Commencement Date, (y) the date on which a Chief Executive Officer of the Company other than Optionee commences employment with the Company and (z) the closing date of the first sale of the Company’s Common Stock pursuant to an IPO, provided that in each case the Optionee remains in continuous Service through the applicable date.¹</td>
</tr>
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¹ For the avoidance of doubt, such acceleration will be in addition to the 500,000 shares referenced in Section 2.a. on the following page.
Additional Equity Award Terms.

1. **Accelerated Vesting in Connection with a Change in Control.** You may become entitled to accelerated vesting of your awards under certain circumstances as described below. In no event would you vest in a greater number of shares than the total number subject to the award at the date of grant. Except as set forth below, no vesting acceleration will apply to your equity awards in connection with or as a result of a Change in Control.
   
a. If the Company is subject to a Change in Control when you are no longer an employee, but remain a member of the Board, then one hundred percent (100%) of your then-unvested equity awards will vest.
   
b. If the Company is subject to a Change in Control when you are an employee of the Company (and regardless of whether you are then a member of the Board), if you choose to terminate employment with the Company or successor and sign a Release by the Release Deadline, then the vesting with respect to your then-unvested equity awards will be determined by adding 24 months to the actual period of service that you have completed with the Company.

2. **Accelerated Vesting Not in Connection with a Change in Control.** In addition, provided you have not previously become entitled to accelerated vesting under Section 1 above, you may become entitled to accelerated vesting under certain circumstances as described below. Except as set forth below or in Section 1 above, no vesting acceleration will apply to your equity awards.
   
a. **New CEO Employment.** When the Company’s next CEO other than you begins his employment with the Company, you will vest in 500,000 shares. For the avoidance of doubt, such acceleration will be in addition to the 484,425 shares subject to the May 25, 2012 option described on the prior page.
   
b. **Effectiveness of IPO.** Upon the effectiveness of the Company’s IPO and commencement of public trading in the Company’s stock while you are still an employee or member of the Board, you will vest in 500,000 shares.
   
c. **6-Month Anniversary of IPO.** If you are still an employee or member of the Board on the 6-month anniversary of the effectiveness of the Company’s IPO, you will vest in 500,000 shares.
   
d. **Termination Without Cause.** If after the Transition Effective Date, but prior to the expiration of the underwriter-imposed lockup in connection with the Company’s IPO, you are subject to a Termination Without Cause and sign a Release by the Release Deadline, then the vesting with respect to your then-unvested equity awards will be determined by adding 12 months to the actual period of employment that you have completed with the Company. In addition, if you are entitled to acceleration under the preceding sentence and the Company does not either maintain you as a member of the Board or nominate you to the Board through the later to occur of the expiration of the underwriter-imposed lockup in connection with the Company’s IPO and the first annual meeting of stockholders as a public company, then the vesting with respect to your then-unvested equity awards will be determined by adding 12 months to the actual period of service that you have completed with the Company.

3. **Rules of Construction for Acceleration.** In all cases involving acceleration (other than acceleration which is determined by adding a specific number of months to your period of service), the shares to be accelerated will be: (i) first, allocated towards each particular grant pro-rata based on the number of unvested shares subject to each then-outstanding equity award as of the applicable acceleration event, and (ii) second, accelerated shares allocated with respect to a specific grant shall be applied to that grant on a proportional basis for the remainder of the vesting schedule as of the applicable acceleration event (i.e., if 500,000 shares are to be accelerated for a particular grant and such grant has 25 months of vesting remaining, then each of the remaining 25 vesting dates for that grant shall cover 20,000 less shares).

4. **Secondary Liquidity.** If, following the Transition Effective Date a Qualifying Liquidity Event occurs (a “Secondary Opportunity”), then if you wish to sell some of your vested and owned shares of the Company Common Stock in such Secondary Opportunity, the Company will use its reasonable efforts to facilitate the sale by you to investors of up to the lesser of: (x) 1,000,000 shares of your vested and owned shares of Company Common Stock or (y) forty percent (40%) of the aggregate number of shares of Company Common Stock that such investors are willing to purchase in the Secondary Opportunity, in either case, on substantially the same terms proposed by such investors in the Secondary Opportunity. “Qualifying Liquidity Event” means (i) any equity round of financing that raises at least $30,000,000 in gross proceeds for the Company that is consummated prior the Company’s IPO, provided that one or more of the participating investors offers to purchase shares of the Company’s Common Stock from any of the Company’s existing stockholders, and (ii) the public offering of the Company’s common stock that next follows its IPO.
5. **Initial Public Offering Liquidity.** If any of the Company’s executive officers are offered the opportunity to sell shares of the Company’s Common Stock in connection with the Company’s IPO, you will be offered the same opportunity on the same terms and conditions as apply to such other executive officers.

6. **Promissory Notes.** The Company agrees that each Promissory Note will be modified to effect the following changes:

   a. The Term of each Promissory Note will be modified to extend until the first to occur of (x) December 31, 2017 OR (y) (1) the day prior to the date the Company files a registration statement with the Securities and Exchange Commission for initial public offering of its equity securities under the Securities Act of 1933, as amended (the “Securities Act”), (2) the date the Company is acquired by a company whose securities are publicly traded, if, in either case, the existence of the Promissory Notes would violate any applicable law (including, without limitation, the Sarbanes-Oxley Act of 2002), or (3) the date the Company determines, in its discretion, that any change in the Company’s or your status would cause the loans evidenced by this Promissory Notes to be deemed a prohibited extension or maintenance of credit by the Company (or any successor entity) under Section 402 of the Sarbanes-Oxley Act of 2002 or any other applicable law;

   b. The Rate of Interest payable under each Promissory Note will be reset to be equal to the minimum interest rate required to avoid the imputation of interest under the Code, determined as of the Transition Effective Date; and

   c. Section 4(a) of each Promissory Note will be deleted in its entirety.

III. **General Provisions**

A. **Tax Matters.**

   1. **General.** You are responsible for any and all taxes, including withholding taxes that legally apply to the payments and benefits provided to you by the Company, and all forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable income, payroll and similar withholding taxes and other deductions required by law. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board related to tax liabilities arising from your compensation.

   2. **Section 280G.** If any payments and other benefits provided for in this letter agreement or otherwise constitute “parachute payments” within the meaning of Section 280G of the Code and, but for this paragraph, would be subject to the excise tax imposed by Section 4999 of the Code, then payments and other benefits will be payable to you either in full or in such lesser amounts as would result, after taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, in your receipt on an after-tax basis of the greatest amount of payments and other benefits, by reducing payments in the following order: (i) cancellation of accelerated vesting of stock options that are out-of-the-money; (ii) reduction in cash payments; (iii) cancellation of accelerated vesting of all equity awards that are not out-of-the-money stock options; and (iv) other employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant.

B. **Interpretation, Amendment and Enforcement.** As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the
Company, as a condition of your continued employment you will have signed the Company’s Proprietary Information and Inventions Agreement (the “PIIA”) on or prior to the Transition Effective Date. You represent that your signing of this letter agreement and the PIIA, and your continuation of employment with the Company, will not violate any agreement currently in place between yourself and current or past employers. You agree to be bound by the policies and procedures of the Company now or hereafter in effect relating to the conduct of employees.

This letter agreement (together with the PIIA, your Indemnification Agreement with the Company dated June 23, 2009, the Company’s 2004 Stock Plan, the Company’s 2008 Stock Plan, any stock option agreement or stock grant issued thereunder (after giving effect to the provisions described herein, where applicable) the Promissory Notes (and Stock Pledge Agreements referenced therein, after giving effect to the provisions described herein) and the Amended and Restated Voting Agreement dated December 10, 2010 (as amended from time to time) between the Company and the Existing Stockholders (as defined therein, but including you)), supersede and replace any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company (including without limitation the letter agreements between you and the Company dated August 31, 2004, March 31, 2005, and November 29, 2011) and constitute the entire agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

This letter agreement shall be construed and enforced in accordance with the internal laws of the State of California (without regard to its laws relating to choice-of-law or conflict-of-laws). You and the Company shall submit to mandatory and exclusive binding confidential arbitration of any controversy or claim arising out of, or relating to, this letter agreement or any breach hereof or otherwise arising out of, or relating to, your employment with the Company or the termination thereof, provided, however, that the parties retain their right to, and shall not be prohibited, limited or in any other way restricted from, seeking or obtaining injunctive relief from a court having jurisdiction over the parties related to the improper use, disclosure or misappropriation of a party’s proprietary, confidential or trade secret information. Such arbitration shall be conducted through JAMS in the State of California, Santa Clara County, before a single neutral arbitrator, in accordance with the JAMS’ then-current rules for the resolution of employment disputes. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. You shall bear only those costs of arbitration you would otherwise bear had you brought a covered claim in court. Judgment upon the determination or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This agreement to arbitrate does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict the employee’s ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims.

C. At-Will Service Relationship. Your service relationship with the Company (whether as a Board member, as Vice Chairman of the Board, or as an employee of the Company) is for no specific period of time. Your service with the Company will be “at will,” meaning that either you or the Company may terminate your service at any time and for any reason, with or without cause (subject to the terms of this letter agreement). Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term.

D. Nondisparagement. You agree that you will not disparage the Company or its products with any written or oral statement. Nothing in this paragraph shall prohibit you from providing truthful information in response to a subpoena or other legal process.

E. Definitions. The following terms have the meaning set forth below wherever they are used in this letter agreement:

   “Cause” means (a) your unauthorized use or disclosure of the Company’s confidential information or trade secrets, which use or disclosure causes material harm to the Company, (b) your material breach of any agreement between you and the Company, (c) your material failure to comply with
the Company’s written policies or rules, (d) your conviction of, or your plea of “guilty” or “no contest” to, a felony under the laws of the United States or any State, (e) your gross negligence or willful misconduct, (f) your continuing failure to perform assigned duties after receiving written notification of the failure from the Board, or (g) your failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested your cooperation; provided, however, that “Cause” will not be deemed to exist in the event of Subsections (b), (c) and (f) above unless you have been provided with (i) 30 days’ written notice by the Board of the act or omission constituting “Cause” and (ii) 30 days’ opportunity to cure such act or omission, if capable of cure (as determined by the Board in its sole discretion).

“Change in Control” means (a) the consummation of a merger or consolidation of the Company with or into another entity or (b) the dissolution, liquidation or winding up of the Company. The foregoing notwithstanding, a merger or consolidation of the Company does not constitute a “Change in Control” if immediately after the merger or consolidation a majority of the voting power of the capital stock of the continuing or surviving entity, or any direct or indirect parent corporation of the continuing or surviving entity, will be owned by the persons who were the Company’s stockholders immediately prior to the merger or consolidation in substantially the same proportions as their ownership of the voting power of the Company’s capital stock immediately prior to the merger or consolidation. The foregoing notwithstanding, a transaction will not constitute a Change in Control unless such transaction also constitutes a “change in control event” as defined in Treasury Regulation §1.409A-3(i)(5), without regard to any alternative percentages thereunder.


“Involuntary Termination” means either (a) your Termination Without Cause or (b) your Resignation for Good Reason.

“Resignation for Good Reason” means a Separation as a result of your resignation within 12 months after one of the following conditions has come into existence without your consent: (a) a material reduction of your base salary as set forth herein or as such base salary may be increased during the course of your employment with the Company; (b) a material reduction of your target bonus as set forth herein or as increased during the course of your employment with the Company; (c) a material reduction in your duties, authority, reporting relationship or responsibilities, including (i) in the event of a Change in Control, the assignment of responsibilities, duties, reporting relationship or position that are not at least the substantial functional equivalent of your position occupied immediately preceding such Change in Control, including the assignment of responsibilities, duties, reporting relationship or position that are not in a substantive area that is consistent with your experience and the position that you occupied prior to such Change in Control or (ii) a material diminution in the budget and number of subordinates over which you retain authority; (d) a requirement that you relocate to a location more than thirty-five (35) miles from your then-current office location; (e) a material violation by the Company of a material term of any employment, severance or change of control agreement between you and the Company; or (f) a failure by any successor entity to the Company to assume this letter agreement. A Resignation for Good Reason will not be deemed to have occurred unless you give the Company written notice of the condition within 90 days after the condition comes into existence and the Company fails to remedy the condition within 30 days after receiving your written notice.

“Separation” means a “separation from service,” as defined in the regulations under Section 409A of the Code.

“Termination Without Cause” means a Separation as a result of a termination of your employment by the Company without Cause, provided you are willing and able to continue performing services within the meaning of Treasury Regulation 1.409A-1(n)(1).
While you render services to the Company, whether as a Board member, as Vice Chairman or as CTO, you agree not to engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company, including providing advice or otherwise providing services to any competitor of the Company.

The Company respects the right of every employer to protect its confidential, proprietary and trade secret information and therefore, you are expected not to disclose to anyone at the Company, or to use in any manner, any such information from any former employer at any time. The Company also expects you to comply with all other legal obligations you have to any former employers, including any employee or customer non-solicitation obligations and any nondisparagement obligations you have with any other party.

Please indicate your acceptance of this letter agreement, and confirmation that it contains our complete agreement regarding the terms and conditions of your employment, by signing the bottom portion of this letter agreement and returning a copy to me via email.

Very truly yours,

FIREEYE, INC.

By: /s/ Gaurav Garg

I have read and accept this the terms set forth in this letter agreement:

/s/ Ashar Aziz
Signature of Ashar Aziz
Dated: 11/27/2012

Attachment
Exhibit A: Proprietary Information and Inventions Agreement
The following confirms and memorializes an agreement that **FIREYE, INC.**, a Delaware corporation (the “Company”) and I (Ashar Aziz) have had since the commencement of my employment (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company that I may have had prior to actually becoming an employee) with the Company in any capacity and that is and has been a material part of the consideration for my employment by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party’s confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Appendix A) (collectively “Inventions”) and I will promptly disclose all Inventions to Company. Without disclosing any third party confidential information, I will also disclose anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to Company’s actual or proposed business is not within the scope of the foregoing assignment, I have listed it on Appendix B in a manner that does not violate any third party rights or disclose any confidential information. Without limiting Section 1 or Company’s other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or disclose my own or any third party’s confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.
3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “Moral Rights”). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute “Proprietary Information.” I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company’s telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

6. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company.

8. I agree that my obligations under paragraphs 2, 3, 4 and 5 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.
9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

11/27, 2012

Employee

/s/ Ashar Aziz

Signature

/s/ Ashar Aziz

Name (Printed)

Accepted and Agreed to:

FIREEYE, INC.

By: /s/ Alexa King
California Labor Code Section 2870. **Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.
February 2, 2013

Mr. Enrique Salem

Dear Enrique,

On behalf of the Board of Directors (the “Board”) of FireEye, Inc. (the “Company”), we are pleased to inform you that our Board has nominated you for election as a member of our Board and member of the Board’s Compensation Committee. This offer is subject to final approval by the Board and election as a member of our Board and Compensation Committee.

As you are aware, the Company is a Delaware corporation and therefore your rights and duties as a Board member of the Company are prescribed by Delaware law, our charter documents as well as by the policies established by our Board from time to time. If the Company completes an initial public offering of its common stock, you should anticipate that your duties and responsibilities would increase as a result of being a director of a publicly traded company. In addition, you may also be requested to serve as a director of one or more of our subsidiaries in which case you may be subject to other laws while serving in such a capacity.

From time to time, our Board may establish certain other committees to which it may delegate certain duties. You will be appointed by the Board to serve on the Compensation Committee and possibly additional committees. In addition to committee meetings, which shall be convened as needed, our Board meetings are generally held quarterly at the Company’s offices in Milpitas, California. We would hope that your schedule would permit you to attend all of the meetings of the Board and any committees of which you are a member. In addition, from time to time, there may be telephonic meetings to address special matters.

It is expected that during the term of your Board membership with the Company you will not engage in any activities that would conflict with your obligations to the Company, including providing advice or otherwise providing services in any capacity (whether full time or part time) to any company that does next generation threat detection using virtual machine technology. In particular, should you take a role or position, including but not limited to director, advisor, consultant or employee, with any company that develops next generation threat detection using virtual machine technology, or should your firm invest in any such company, you agree to voluntarily resign from the Board, at which point any unvested stock or stock options held by you will automatically terminate and return to the Company.

If you decide to join the Board and to serve on the Compensation Committee, it will be recommended at the time of your election as a member of the Board that the Company grant you an option exercisable for 150,000 shares of common stock (the “Board Shares”) in consideration for your service as a member of the Board, member of the Compensation Committee and possibly additional committees. In addition to committee meetings, which shall be convened as needed, our Board meetings are generally held quarterly at the Company’s offices in Milpitas, California. We would hope that your schedule would permit you to attend all of the meetings of the Board and any committees of which you are a member. In addition, from time to time, there may be telephonic meetings to address special matters.

It is expected that during the term of your Board membership with the Company you will not engage in any activities that would conflict with your obligations to the Company, including providing advice or otherwise providing services in any capacity (whether full time or part time) to any company that does next generation threat detection using virtual machine technology. In particular, should you take a role or position, including but not limited to director, advisor, consultant or employee, with any company that develops next generation threat detection using virtual machine technology, or should your firm invest in any such company, you agree to voluntarily resign from the Board, at which point any unvested stock or stock options held by you will automatically terminate and return to the Company.

Following a Change in Control (defined below), all shares subject to options granted in accordance with the foregoing provisions shall fully vest and become immediately exercisable. “Change of Control” shall mean: (i) the sale or other disposition of all or substantially all of the assets of the Company; (ii) any sale or exchange of the capital stock of the Company by the stockholders of the Company in one transaction or series of related transactions where more than fifty percent (50%) of the outstanding voting power of the Company is acquired by a person or entity or group of related persons or entities; (iii) any reorganization, consolidation or merger of the Company where the outstanding voting
securities of the Company immediately before the transaction represent or are converted into less than fifty percent (50%) of the outstanding voting power of the surviving entity (or its parent corporation) immediately after the transaction; or (iv) the consummation of the acquisition of fifty-one percent (51%) or more of the outstanding stock of the Company pursuant to a tender offer validly made under any federal or state law (other than a tender offer by the Company).

In addition, if the Company completes an initial public offering of its common stock, we anticipate that you would receive a compensation package for your services to the Company as determined by the Board.

The payment of compensation to Board members is subject to many restrictions under applicable law, and as such, you should be aware that the compensation set forth above is subject to such future changes and modifications as the Board or its committees may deem necessary or appropriate. In addition, please note that unless otherwise approved by our Board or required under applicable law, directors of our subsidiaries shall not be entitled to any compensation.

You shall be entitled to reimbursement for reasonable expenses incurred by you in connection with your service to the Company and attendance of Board and committee meetings in accordance with the Company’s established policies.

Please note that nothing in this letter or any agreement granting you equity stock options should be construed to interfere with or otherwise restrict in any way the rights of the Company, its Board or stockholders from removing you from the Board or any committee in accordance with the provisions of applicable law. Furthermore, except as otherwise provided to other non-employee Board members or required by law, the Company does not intend to afford you any rights as an employee, including without limitation, the right to further employment or any other benefits.

We hope that you find the foregoing terms acceptable. You may indicate your agreement with these terms by signing and dating both the enclosed duplicate and original letter and returning them to me. By signing this letter you also represent that the execution and delivery of this agreement and the fulfillment of the terms hereof will not require the consent of another person, constitute a default under or conflict with any agreement or other instrument to which you are bound or a party.

On behalf of the Company it gives us great pleasure to welcome you as a member of our Board. We anticipate your leadership and experience shall make a key contribution to our success at this critical time in our growth and development.

Yours very truly,

/s/ David DeWalt

David DeWalt
Chairman and CEO

Acknowledged and agreed to

/s/ Enrique Salem

Enrique Salem
Dear Ron:

On behalf of the Board of Directors (the “Board”) of FireEye, Inc. (the “Company”), we are pleased to inform you that our Board has nominated you for election as a member of our Board and as chairman of the Board’s Audit Committee upon formalization of that committee.

As you are aware, the Company is a Delaware corporation and therefore your rights and duties as a Board member of the Company are prescribed by Delaware law, our charter documents as well as by the policies established by our Board from time to time. If the Company completes an initial public offering of its common stock, you should anticipate that your duties and responsibilities would increase as a result of being a director of a publicly traded company. In addition, you may also be requested to serve as a director of one or more of our subsidiaries in which case you may be subject to other laws while serving in such a capacity.

From time to time, our Board may establish certain other committees to which it may delegate certain duties. You will be appointed by the Board to serve as Chairman of the Audit Committee and possibly additional committees. In addition to committee meetings, which shall be convened as needed, our Board meetings are generally held quarterly at the Company’s offices in Milpitas, California. We would hope that your schedule would permit you to attend all of the meetings of the Board and any committees of which you are a member. In addition, from time to time, there may be telephonic meetings to address special matters.

It is expected that during the term of your Board membership with the Company you will not engage in any other employment, occupation, consulting or other business activity that competes with the business in which the Company is now involved in or becomes involved in during the term of your service to the Company, nor will you engage in any other activities that conflict with your obligations to the Company.

If you decide to join the Board and to serve as chairman of the Audit Committee, it will be recommended at the time of your election as a member of the Board that the Company grant you an option exercisable for 250,000 shares of common stock (the “Board Shares”) in consideration for your service as a member of the Board, chairman of the Audit Committee and, potentially, a member of at least one other Board committee, at a price per share equal to the fair market value per share of the common stock on the date of grant, as determined by the Board. Such option grant will vest as to 1/4 of the shares subject to the option grant on the first anniversary of the grant date, with 1/48 of the shares subject to the option grant vesting at the end of each month thereafter, subject to you continuing to serve as a Board member and chairman of the Audit Committee on each vesting date.

Following a Change in Control (defined below), all shares subject to options granted in accordance with the foregoing provisions shall fully vest and become immediately exercisable. “Change of Control” shall mean: (i) the sale or other disposition of all or substantially all of the assets of the Company; (ii) any sale or exchange of the capital stock of the Company by the stockholders of the Company in one transaction or series of related transactions where more than fifty percent (50%) of the outstanding voting power of the Company is acquired by a person or entity or group of related persons or entities; (iii) any reorganization, consolidation or merger of the Company where the outstanding voting securities of the Company immediately before the transaction represent or are converted into less than fifty percent (50%) of the outstanding voting power of the surviving entity (or its parent corporation) immediately after the transaction; or (iv) the consummation of the acquisition of fifty-one percent (51%) or more of the outstanding stock of the Company pursuant to a tender offer validly made under any federal or state law (other than a tender offer by the Company).
In addition, if the Company completes an initial public offering of its common stock, we anticipate that you would receive a compensation package for your services to the Company as determined by the Board.

The payment of compensation to Board members is subject to many restrictions under applicable law, and as such, you should be aware that the compensation set forth above is subject to such future changes and modifications as the Board or its committees may deem necessary or appropriate. In addition, please note that unless otherwise approved by our Board or required under applicable law, directors of our subsidiaries shall not be entitled to any compensation.

You shall be entitled to reimbursement for reasonable expenses incurred by you in connection with your service to the Company and attendance of Board and committee meetings in accordance with the Company’s established policies.

Please note that nothing in this letter or any agreement granting you equity stock options should be construed to interfere with or otherwise restrict in any way the rights of the Company, its Board or stockholders from removing you from the Board or any committee in accordance with the provisions of applicable law. Furthermore, except as otherwise provided to other non-employee Board members or required by law, the Company does not intend to afford you any rights as an employee, including without limitation, the right to further employment or any other benefits.

We hope that you find the foregoing terms acceptable. You may indicate your agreement with these terms by signing and dating both the enclosed duplicate and original letter and returning them to me. By signing this letter you also represent that the execution and delivery of this agreement and the fulfillment of the terms hereof will not require the consent of another person, constitute a default under or conflict with any agreement or other instrument to which you are bound or a party.

On behalf of the Company it gives us great pleasure to welcome you as a member of our Board. We anticipate your leadership and experience shall make a key contribution to our success at this critical time in our growth and development.

Yours very truly,

/s/ David DeWalt
Dave DeWalt
Chairman

Acknowledged and agreed to

/s/ Ronald Codd
Ron Codd
1. **Purposes of the Plan.** The Plan is intended to increase shareholder value and the success of the Company by motivating Employees to (a) perform to the best of their abilities, and (b) achieve the Company’s objectives.

2. **Definitions.**

   (a) “Affiliate” means any corporation or other entity (including, but not limited to, partnerships and joint ventures) controlled by the Company.

   (b) “Actual Award” means as to any Performance Period, the actual award (if any) payable to a Participant for the Performance Period, subject to the Committee’s authority under Section 3(d) to modify the award.

   (c) “Board” means the Board of Directors of the Company.

   (d) “Bonus Pool” means the pool of funds available for distribution to Participants. Subject to the terms of the Plan, the Committee establishes the Bonus Pool for each Performance Period.

   (e) “Code” means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder will include such section or regulation, any valid regulation promulgated thereunder, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

   (f) “Committee” means the committee appointed by the Board (pursuant to Section 5) to administer the Plan. Unless and until the Board otherwise determines, the Board’s Compensation Committee will administer the Plan and be considered the Committee for purposes of the Plan.

   (g) “Company” means FireEye, Inc., a Delaware corporation, or any successor thereto.

   (h) “Employee” means any executive, officer, or key employee of the Company or of an Affiliate, whether such individual is so employed at the time the Plan is adopted or becomes so employed subsequent to the adoption of the Plan.

   (i) “Participant” means as to any Performance Period, an Employee who has been selected by the Committee for participation in the Plan for that Performance Period.
“Performance Period” means the period of time for the measurement of the performance criteria that must be met to receive an Actual Award, as determined by the Committee in its sole discretion. A Performance Period may be divided into one or more shorter periods if, for example, but not by way of limitation, the Committee desires to measure some performance criteria over 12 months and other criteria over 3 months.

(k) “Plan” means this Employee Incentive Plan, as set forth in this instrument (including any appendix attached hereto) and as hereafter amended from time to time.

(l) “Target Award” means the target award, at 100% target level of achievement, payable under the Plan to a Participant for the Performance Period, as determined by the Committee in accordance with Section 3(b).

3. Selection of Participants and Determination of Awards.

(a) Selection of Participants. The Committee, in its sole discretion, will select the Employees who will be Participants for any Performance Period. Participation in the Plan is in the sole discretion of the Committee, on a Performance Period by Performance Period basis. Accordingly, an Employee who is a Participant for a given Performance Period in no way is guaranteed or assured of being selected for participation in any subsequent Performance Period or Periods.

(b) Determination of Target Awards. The Committee, in its sole discretion, will establish a Target Award for each Participant, which may be a percentage of a Participant’s annual base salary as of the beginning or end of the Performance Period or a fixed dollar amount.

(c) Bonus Pool. Each Performance Period, the Committee, in its sole discretion, will establish a Bonus Pool, which pool may be established before, during or after the applicable Performance Period. Actual Awards will be paid from the Bonus Pool.

(d) Discretion to Modify Awards. Notwithstanding any contrary provision of the Plan, the Committee may, in its sole discretion and at any time, (i) increase, reduce or eliminate a Participant’s Actual Award, and/or (ii) increase, reduce or eliminate the amount allocated to the Bonus Pool. The Actual Award may be below, at or above the Target Award, in the Committee’s discretion. The Committee may determine the amount of any reduction on the basis of such factors as it deems relevant, and will not be required to establish any allocation or weighting with respect to the factors it considers.

(e) Discretion to Determine Criteria. Notwithstanding any contrary provision of the Plan, the Committee will, in its sole discretion, determine the performance goals applicable to any Target Award which may include, without limitation: (i) attainment of research and development milestones, (ii) bookings, (iii) business divestitures and acquisitions, (iv) cash flow, (v) cash position, (vi) contract awards or backlog, (vii) customer-related measures, (viii) customer retention rates from an acquired company, business unit or division, (ix) earnings (which may include earnings before interest, taxes, depreciation and amortization, earnings before taxes and net earnings), (x) earnings per share, (xi) expenses, (xii) gross margin, (xiii) growth in stockholder value relative to the moving average of the S&P 500 Index or another index, (xiv) internal rate of return, (xv) inventory turns, (xvi) inventory levels, (xvii) market share, (xviii) net income, (xix) net profit,
(xx) net sales, (xxi) new product development, (xxii) new product invention or innovation, (xxiii) number of customers, (xxiv) operating cash flow, (xxv) operating expenses, (xxvi) operating income, (xxvii) operating margin, (xxviii) overhead or other expense reduction, (xxix) product defect measures, (xxx) product release timelines, (xxx) productivity, (xxx) profit, (xxx) return on assets, (xxx) return on capital, (xxx) return on equity, (xxx) return on investment, (xxx) return on sales, (xxxviii) revenue, (xxxix) revenue growth, (xl) sales results, (xli) sales growth, (xlii) stock price, (xliii) time to market, (xliv) total stockholder return, (xlv) working capital, and (xlvi) individual objectives such as MBOs, peer reviews or other subjective or objective criteria. As determined by the Committee, the performance goals may be based on GAAP or Non-GAAP results and any actual results may be adjusted by the Committee for one-time items, unbudgeted or unexpected items and/or payments of Actual Awards under the Plan when determining whether the performance goals have been met. The goals may be on the basis of any factors the Committee determines relevant, and may be on an individual, divisional, business unit or Company-wide basis. The performance goals may differ from Participant to Participant and from award to award. Failure to meet the goals will result in a failure to earn the Target Award, except as provided in Section 3(d).

4. **Payment of Awards.**
   
   (a) **Right to Receive Payment.** Each Actual Award will be paid solely from the general assets of the Company. Nothing in this Plan will be construed to create a trust or to establish or evidence any Participant’s claim of any right other than as an unsecured general creditor with respect to any payment to which he or she may be entitled.
   
   (b) **Timing of Payment.** To receive an Actual Award a Participant must be employed by the Company or any Affiliate on the date the Actual Award is paid. Accordingly, an Actual Award is not considered earned until paid.

   It is the intent that this Plan be exempt from, or comply with, the requirements of Code Section 409A so that none of the payments to be provided hereunder will be subject to the additional tax imposed under Code Section 409A, and any ambiguities herein will be interpreted to so comply. Each payment under this Plan is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

   (c) **Form of Payment.** Each Actual Award will be paid in cash (or its equivalent) in a single lump sum.

5. **Plan Administration.**
   
   (a) **Committee is the Administrator.** The Plan will be administered by the Committee. The Committee will consist of not less than two (2) members of the Board. The members of the Committee will be appointed from time to time by, and serve at the pleasure of, the Board.
   
   (b) **Committee Authority.** It will be the duty of the Committee to administer the Plan in accordance with the Plan’s provisions. The Committee will have all powers and discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited
to, the power to (i) determine which Employees will be granted awards, (ii) prescribe the terms and conditions of awards, (iii) interpret the Plan and the awards, (iv) adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees who are foreign nationals or employed outside of the United States, (v) adopt rules for the administration, interpretation and application of the Plan as are consistent therewith, and (vi) interpret, amend or revoke any such rules.

(c) Decisions Binding. All determinations and decisions made by the Committee, the Board, and any delegate of the Committee pursuant to the provisions of the Plan will be final, conclusive, and binding on all persons, and will be given the maximum deference permitted by law.

(d) Delegation by Committee. The Committee, in its sole discretion and on such terms and conditions as it may provide, may delegate all or part of its authority and powers under the Plan to one or more directors and/or officers of the Company.

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


(a) Tax Withholding. The Company will withhold all applicable taxes from any Actual Award, including any federal, state and local taxes (including, but not limited to, the Participant’s FICA and SDI obligations).

(b) No Effect on Employment or Service. Nothing in the Plan will interfere with or limit in any way the right of the Company to terminate any Participant’s employment or service at any time, with or without cause. Employment with the Company and its Affiliates is on an at-will basis only. The Company expressly reserves the right, which may be exercised at any time and without regard to when during a Performance Period such exercise occurs, to terminate any individual’s employment with or without cause, and to treat him or her without regard to the effect that such treatment might have upon him or her as a Participant.

(c) Participation. No Employee will have the right to be selected to receive an award under this Plan, or, having been so selected, to be selected to receive a future award.
(d) **Successors.** All obligations of the Company under the Plan, with respect to awards granted hereunder, will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business or assets of the Company.

(e) **Nontransferability of Awards.** No award granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will, by the laws of descent and distribution, or to the limited extent provided in Section 6(e). All rights with respect to an award granted to a Participant will be available during his or her lifetime only to the Participant.

7. **Amendment, Termination, and Duration.**

(a) **Amendment, Suspension, or Termination.** The Committee, in its sole discretion, may amend or terminate the Plan, or any part thereof, at any time and for any reason. The amendment, suspension or termination of the Plan will not, without the consent of the Participant, alter or impair any rights or obligations under any Actual Award theretofore earned by such Participant. No award may be granted during any period of suspension or after termination of the Plan.

(b) **Duration of Plan.** The Plan will commence on the date specified herein, and subject to Section 7(a) (regarding the Board’s right to amend or terminate the Plan), will remain in effect until terminated.

8. **Legal Construction.**

(a) **Gender and Number.** Except where otherwise indicated by the context, any masculine term used herein also will include the feminine; the plural will include the singular and the singular will include the plural.

(b) **Severability.** In the event any provision of the Plan will be held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provision had not been included.

(c) **Requirements of Law.** The granting of awards under the Plan will 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.

(d) **Governing Law.** The Plan and all awards will be construed in accordance with and governed by the laws of the State of California, but without regard to its conflict of law provisions.

(e) **Bonus Plan.** The Plan is intended to be a “bonus program” as defined under U.S. Department of Labor regulation 2510.3-2(c) and will be construed and administered in accordance with such intention.
(f) Captions. Captions are provided herein for convenience only, and will not serve as a basis for interpretation or construction of the Plan.

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This Agreement ("Agreement") is entered into as of 9/29, 2010 (the "Effective Date") between AMAX Information Technologies, with its principal place of business at 1565 Reliance Way Fremont, California 94539 ("AMAX") and FireEye Inc., with its principal place of business at 1390 McCarthy Blvd, Milpitas, CA 95035 ("Customer").

**Term**
The Term of this agreement lasts One (1) year commencing from the Effective Date. There will continually be an automatic-renewal for a period of one (1) year, unless either party gives written notice to terminate to the other party not less than 60 days prior to the last day of the applicable term. If either party is in material breach of the terms of this agreement, and the breaching party fails to cure within twenty (20) days after written notice of breach from the non-breaching party (or five [5] days notice for failure to pay any invoice or other payment obligation herein), the non-breaching party may thereafter terminate this Agreement.

**Purchase Order**
Written Purchase Orders ("P.O.’s") are required from Customer. All P.O.’s are non-cancelable and non-refundable. At least 60 days prior to the originally scheduled delivery date, the delivery date may be rescheduled so long as the new delivery date is within 30 days of the original delivery date. Each order is allowed to be rescheduled no more than one (1) time. These terms and conditions prevail over any inconsistent or additional terms set forth in the P.O, and no additional P.O. terms shall apply unless Amax expressly affirms and accepts such new terms in writing signed by Amax.

**Payment**
AMAX will invoice Customer upon shipment. AMAX’s credit department shall solely determine payment terms. Any invoiced amount not received within thirty days after the invoice date shall be subject to a late payment charge of 0.06% per day. If Customer fails to fulfill the payment requirements, resulting in a “Credit Hold” due to outstanding invoices, all the stipulations and requirements from Customer will be temporarily voided until the Credit Hold is lifted.

**Shipment**
FOB shipping point(s).

**NRE**
Non Recurring Engineering (NRE) charges shall be quoted by AMAX and approved by Customer. All NRE charges must be paid in advance by the Customer before AMAX proceeds with any custom work.

**Special Items**
Special items specified by AMAX and approved by Customer shall be considered non-cancelable and non-refundable.

**Logistics Services**
At Customer’s request and for an additional fee AMAX will provide logistics services to Customer such as drop shipping product to the end user.

**Inventory Consignment**
At Customer’s request, AMAX may store Customer owned parts or products at AMAX’s location for an initial setup fee and a monthly warehousing fee. Customer must take any consigned parts and products within 7 days of termination of the project, for which the parts and products were consigned. Customer is responsible for obtaining and maintaining its own insurance for all consigned parts and products. Should Customer decide to scrap its consigned inventory, there will be a disassembly and/or waste disposal fee.

**End of Life**
For End of Life ("EOL") products, the Customer may place a non-cancelable and non-returnable last batch P.O. to AMAX. AMAX shall make commercially reasonable efforts to provide to Customer any EOL and roadmap information received by AMAX.
Confidential Info

All “Confidential Information” (as that term is defined in the Non-Disclosure Agreement [“NDA”] signed by both parties) will be treated as confidential for a period of at least two (2) years after the termination of this Agreement. Notwithstanding anything to the contrary, “Confidential Information” shall not mean or include any information that is publicly available, is disclosed to the recipient from a third party that is not under any obligation to maintain its confidentiality, or is independently developed by recipient.

Assignment

This Agreement may not be assigned, whether by operation of law, contract or otherwise, in whole or in part, by either party without the prior written consent of the other party which shall not be unreasonably withheld, except that no consent shall be required for any assignment in connection with a merger, acquisition or sale of all or substantially all of a party’s assets to which this Agreement relates. Any assignment contrary to the terms hereof shall be null and void and of no force or effect.

Applicable Law

This Agreement shall be governed by, and construed and interpreted under, the laws of the State of California. Each party submits to the jurisdiction and venue of the state or federal courts located in the County of Alameda, State of California.

Dispute Resolution

The senior management of both parties shall meet to attempt to resolve any disputes, prior to requesting formal dispute resolution. Subsequently, either party may request in writing for formal dispute resolution. Within 30 days of the written request for formal dispute resolution, the parties shall meet for one day with an impartial mediator to consider dispute resolution alternatives other than litigation.

Except for disputes relating to payment obligations, including under any invoices, owed to Amax, any dispute arising from or relating to this Agreement shall be submitted to final, binding arbitration before a single arbitrator in accordance with the JAMS Rules. The single arbitrator shall be selected by mutual agreement of the parties, but if the parties are unable to reach agreement within 30 days, then the arbitration shall be selected by JAMS pursuant to its Rules. Arbitration shall be held in the County of Santa Clara, California. The arbitration award shall be final, binding and conclusive on the Parties thereto. The arbitrator shall award reasonable attorney’s fees and costs to the prevailing party in any action or proceeding to interpret or enforce this Agreement or its provisions. The arbitrator may also award the prevailing party all arbitrator fees and costs incurred by that Party.

Termination

Upon termination of this Agreement, Customer shall purchase from AMAX, all items originally requested to stock via email, binding forecasts, or written Orders by the Customer, including stock and inventory, finished products, or the components of such products, that are in the production process, in-transit to Customer, or in-transit to AMAX. The purchase price that the Customer will pay for such items is the original price(s) quoted by Amax and approved by the Customer.
LIMITED WARRANTY

For a period of one (1) year after delivery, Amax warrants that (i) all Products shall be free from material defects in workmanship and shall conform in all material respects to the product specifications; and (ii) at the time of shipment, all Products shall be free of all liens and encumbrances. The term “Products” as used in this section shall mean products assembled and shipped to Customer based upon Customer’s specifications, validation and qualifications.

AMAX’s sole and exclusive liability, and Customer’s sole and exclusive remedy, under the terms of this limited warranty shall be limited to the repair or replacement, at AMAX’s option, of any defective Product which is returned, freight prepaid to AMAX, or at AMAX’s option, to AMAX’s authorized repair center, or to the original manufacturer, according to AMAX’s merchandise return procedures, which shall be made available to Customer. Products returned to Customer covered by this warranty shall be sent freight prepaid, except for international shipments.

This limited warranty does not apply if the product or spare parts have been damaged or made defective (1) as a result of accident, misuse or abuse of either the product or any spare parts subsequently furnished by AMAX, (2) by any modification of the product without the written consent of AMAX, or (3) as a result of service performed by anyone other than by AMAX or an AMAX authorized third party representative.

THE WARRANTIES SET FORTH IN THIS ARTICLE ARE THE ONLY WARRANTIES MADE BY AMAX PURSUANT TO THIS AGREEMENT, AND AMAX DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FORCE MAJEURE

Amax shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and without the fault of AMAX.

LIMITED LIABILITY

Except for the Indemnification provisions below, in no event shall either party be liable to the other for any special, indirect, incidental, economic, punitive or consequential damages or losses resulting from this agreement or out of the use of the product or support provided by Amax, including but not limited to claims for lost business, lost profits, loss of revenue, loss of good will, or any other type of direct or indirect damages, even if such party has been advised of the possibility of such damages; and in no event shall either party’s aggregate liability arising out of or in connection with this agreement, whether in contract, tort or otherwise, exceed the amounts actually paid by it during the one (1) year period before such liability arises.

INDEMNIFICATION

Customer shall defend, indemnify and hold Amax, its affiliates and its and their employees, officers, directors, representatives, agents and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, penalties or judgments (including reasonable attorneys’ fees, costs and expenses, incidental thereto), which may be suffered by, accrued or asserted against, charged to or recoverable from Amax, by reason of any claim arising out of or relating to actual or alleged infringement of any patent, copyright, trademark or other intellectual property right or proprietary right, or any litigation based thereon, with respect to any products (or part thereof) sold or delivered to Customer or to any designs, specifications,
drawings, instructions, parts, components, software or data provided to or followed by Amax in performing services or in making or delivering products to Customer, and any act or error or omission, or misconduct of Customer, its officers, directors, agents, employees or subcontractors.

**MISCELLANEOUS**

This Agreement contains the entire understanding of the parties relating to the subject matter contained herein and supersedes all prior agreements or understandings, written or oral, relating to the subject matter hereof. This Agreement shall not be modified or amended except in writing signed by both parties. No dealer, distributor, agent or employee of AMAX is authorized to make any modification or addition to this section.

The relationship of the parties under this Agreement shall be, and at all times is, that of independent contractors.

Customer agrees that it shall not, directly or indirectly, re-export, resell or otherwise ship or transfer any of the products, or documentation or technology related thereto, supplied or delivered by Amax in violation of any prohibitions of the Export Administration Regulations of the U.S. Department of Commerce.

If any action or proceeding is brought to interpret or enforce this Agreement or its terms, the prevailing party shall be entitled to an award of reasonable attorney’s fees and costs.

Any notice to be given under this Agreement by a party hereto to the other party shall be in writing and shall be deemed to have been duly given on the date of service if delivered personally, or on the third day after mailing if sent by certified mail, postage prepaid, at the address set forth in the first paragraph of this Agreement, or such other address as a party may designate by written notice to the other.

In the event that any provision contained herein shall be held invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

The following provisions herein shall survive expiration or termination of this Agreement: Limitation of Liability, Indemnification, Dispute Resolution, Applicable Law and Miscellaneous.

Except as expressly provided in this Agreement, the remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party of any other rights or the seeking of any other remedies against any other party, as the case may be.
IN WITNESS WHEREOF, the authorized representatives of the parties represent that they have read this Agreement, understand it and agree to be bound by it without exception by executing it below:

AMAX Information Technologies:

/s/ Jean Shih
Signature
Jean Shih
Name
President
Title
9/30/2010
Date

Customer: FireEye, Inc.

/s/ Zane M. Taylor
Signature
Zane M. Taylor
Name
VP Operations
Title
9/29/2010
Date
FLEXTRONICS AND CUSTOMER CONFIDENTIAL

Flextronics Design and Manufacturing Services Agreement

This Design and Manufacturing Services Agreement (the “Agreement”) is made as of September 28th 2012 (the “Effective Date”), by and between FireEye Incorporated, having its place of business at 1440 McCarthy Blvd Milpitas, CA 95035 (“Customer”) and Flextronics Telecom Systems, Ltd., having its place of business at Level 3, Alexander House, 35 Cybercity, Ebene, Mauritius (“Flextronics”).

Customer desires to engage Flextronics to perform certain design and manufacturing services as set forth in this Agreement. The parties agree as follows:

1. DEFINITIONS

Flextronics and Customer agree that capitalized terms shall have the meanings set forth in this Agreement and Exhibit 1 attached hereto and incorporated herein by reference.

2. DESIGN SERVICES ENGAGEMENT

a) Customer hereby engages Flextronics to perform design and development, pre-production manufacturing engineering, and prototype and first article manufacturing (the “Design Services”) related to the product described in the written designs and specifications of Customer (the “Design Specifications”) attached to a Design Statement of Work prepared by mutual agreement of the parties (the “Design Statement of Work”). Each Design Statement of Work under this Agreement shall be substantially in the form attached hereto as Schedule A and shall be consecutively numbered (Design Statement of Work A-1, A-2, A-3, etc.). Customer will issue purchase orders for the Design Services to Flextronics in accordance with the Design Statement of Work and Section 4 below.

b) Flextronics will perform the Design Services in a professional and workmanlike manner in accordance with generally accepted industry standards on workmanship and with the Design Statement of Work. The Deliverables will conform in all material respects to the Design Specifications. The foregoing constitute the sole and exclusive warranties of Flextronics with respect to the Design Services, and except as otherwise expressly provided herein, the Deliverables (including any prototype or trial units of the Product) shall be provided on an “as-is” basis. Flextronics makes no warranty whatsoever with respect to commercial products manufactured by third parties based on or incorporating all or any part of the Deliverables.

c) In the event the Design Specifications require that the Product be compliant with Environmental Regulations, Customer agrees that Flextronics is only responsible for ensuring that, for the Materials that Flextronics includes in the Deliverables, Flextronics has received from suppliers of such Materials a certificate of compliance with such Environmental Regulations. Flextronics will retain Material compliance documentation and share with Customer as described in (Exhibit 5). Customer agrees that Flextronics has no responsibility for Customer Specified Materials.

3. MANUFACTURING SERVICES

The following terms apply only to the manufacture of commercial quantities of the Product:

Customer hereby engages Flextronics to perform the work (hereinafter “Work”). “Work” shall mean to procure Materials and to manufacture, assemble, and test products (hereinafter “Products”), pursuant to detailed written Manufacturing Specifications, which may be prepared as part of the Design Services set forth in Section 2 above. The “Manufacturing Specifications” for each Product or revision thereof, shall include but are not limited to bill of materials, designs, schematics, assembly drawings, process documentation, test specifications, current revision number, and Approved Vendor List. After the
initial Manufacturing Specifications are agreed upon by the parties, the Manufacturing Specifications included in Flextronics’s production document management system and maintained in accordance with the terms of this Agreement. The Work does not include any new product introduction (NPI) or product prototype services related to the Products, which is considered “Design Services” as provided in this Agreement.

3.1. Engineering Changes. Customer may request that Flextronics incorporate engineering changes into the Product by providing Flextronics with a description of the proposed engineering change sufficient to permit Flextronics to evaluate its feasibility and cost and each evaluation and notification to the Customer must be completed within [***] from the receipt of the change request. Flextronics will proceed with engineering changes when the parties have agreed upon the changes to the Manufacturing Specifications, delivery schedule and Product pricing and the Customer has issued a purchase order for the implementation costs.

3.2. Tooling; Non-Recurring Expenses; Software. Customer shall pay for or obtain and consign to Flextronics any Product-specific tooling, equipment or software and other reasonably necessary non-recurring expenses, to be set forth in Flextronics’s quotation. All software that Customer provides to Flextronics or any test software that Customer engages Flextronics to develop is and shall remain the property of Customer.

3.3. Cost Reduction. Flextronics agrees to seek ways to reduce the cost of Products by methods such as elimination of Materials, cost reduction of Materials, redefinition of Manufacturing Specifications, and re-design of assembly or test methods. [***]

3.4. Product Cost. The Product cost will be reviewed quarterly by the parties. Any changes and timing of changes shall be agreed by the parties, in writing, and such agreement not to be unreasonably withheld or delayed. In the event the parties do not agree to a revised cost, the cost will remain unchanged from the prior quarter. Cost reductions as identified in Section 3.3 will be reviewed, and implemented, during the quarterly review.

4. FORECASTS; ORDERS; FEES; PAYMENT

4.1. Forecast; Orders. Customer shall provide Flextronics, on a monthly basis; a rolling [***] forecast indicating Customer’s monthly Product requirements. The first [***] of the forecast will constitute Customer’s written purchase order for all Work to be completed within the [***] period. Such purchase orders will be issued in accordance with the terms of Section 4.2 below.

4.2. Purchase Orders; Precedence. Customer may use its standard purchase order form for any notice provided for hereunder; provided that all purchase orders must reference this Agreement and the applicable Manufacturing Specifications. The parties agree that the terms and conditions contained in this Agreement shall prevail over any terms and conditions of any purchase order, acknowledgment form or other instrument.

4.3. Purchase Order Acceptance. Purchase orders shall normally be deemed accepted by Flextronics, provided however that Flextronics may reject any order: (a) that is an amended order in accordance with Section 6.2 below because the order is outside of the Flexibility Table; (b) if the fees reflected in the purchase order are inconsistent with the parties’ agreement with respect to the fees; (c) if the purchase order represents a deviation from the forecast for the same period unless such deviation is within the parameters of the Flexibility Table; or (d) if the purchase order would extend Flextronics’s
4.4. **Fees; Changes; Taxes**

(a) The initial fees shall be as set forth on the Fee List attached hereto and incorporated herein as Exhibit 4.4 (the “Fee List”). For each Design Statement of Work under this Agreement the parties shall mutually agree upon a Fee List, which shall be consecutively numbered to correlate to the applicable Design Statement of Work (e.g., Fee List B-1, B-2, B-3, etc) and incorporated by reference or attached to Exhibit 4.4. In the event that the Fee List is not attached or completed, then the initial fees will be agreed by the parties and will be indicated on the purchase orders issued by Customer and accepted by Flextronics in accordance with the terms of this Agreement.

(b) Customer will be responsible for additional fees and costs (“Additional Fees”), if any, due to: (i) changes to the Design Specifications or Manufacturing Specifications, (ii) failure of Customer or its subcontractor to perform its responsibilities with respect to the Design Services, including without limitation, a failure to timely provide sufficient quantities or a reasonable quality level of Customer Specified Materials, as set forth in Exhibit 1 to this Agreement and Section 5.2, where applicable to sustain the production schedule, (iii) extension of any milestone completion schedule under the Design Statement of Work due to causes outside of Flextronics’s control, and (iv) any expediting charges because of a change in Customer’s requirements which charges are pre-approved. Flextronics will notify Customer and will receive Customer’s written approval before incurring any Additional Fees.

(c) The fees may be reviewed periodically by the parties. Any changes and timing of changes shall be agreed by the parties, in writing, and such agreement not to be unreasonably withheld or delayed. By way of example only, the fees may be increased, or decreased, if the market price of fuels, Materials, equipment, labor and other production costs, increase, or decrease, beyond normal variations in pricing or currency exchange rates as demonstrated by Flextronics.

(d) All fees are exclusive of federal, state and local excise, sales, use, VAT and similar transfer taxes, and any duties, and Customer shall be responsible for all such items. Should all or any portion of the Design Services performed by Flextronics under this Agreement be deemed, at any time, to be taxable; Flextronics shall notify Customer, in writing, prior to invoicing Customer for such taxes and Customer shall pay all such invoices submitted by Flextronics per the terms of this Agreement. This subsection (d) does not apply to taxes on Flextronics’s net income.

(e) The Fee List will be based on the exchange rate(s) for converting the purchase price for Inventory and Design Materials Inventory denominated in the Parts Purchase Currency(ies) into the Functional Currency. The fees may be adjusted in conjunction with the quarterly price review, based on material changes in the exchange rate(s) as reported on the last business day of each quarter, for the following quarter. “Exchange Rate(s)” is defined as the closing currency exchange rate(s) as reported on Reuters’ page FIX on the last business day of the current month prior to the following month. “Functional Currency” means the currency in which all payments are to be made pursuant to Section 4.5 below. “Parts Purchase Currency(ies)” means U.S. Dollars, Japanese Yen and/or Euros to the extent such currencies are different from the Functional Currency and are used to purchase Inventory needed for the performance of the Design Services and/or the Work forecasted to be completed during the applicable month.

(f) Customer shall pay for or obtain and consign to Flextronics any Product-specific tooling, equipment or software necessary for the design, testing and development of the Deliverables. Said Tooling shall only be used for the manufacture and test of FireEye Products, and FireEye shall retain ownership for tooling.

4.5. **Payment**
(a) Customer agrees to pay all [***] invoices in U.S. Dollars within [***] days of the date of the invoice unless different terms are agreed upon by both parties as identified in an applicable Schedule. Customer shall pay all undisputed portions of any disputed invoice in accordance with the [***] day payment terms. Payment for disputed portions is due promptly upon resolution of the dispute if such resolution is later than the initial due date for the invoice; otherwise, payment is due on the due date established for the original invoice.

(b) The parties shall mutually agree whether the fees for Design Services are to be paid for by one of the following methods: (i) upfront at the start of the project, (ii) in agreed installment payments over a defined term, or (iii) some combination of (i) and (ii). The applicable method of payment shall be set out in the Fee List.

4.6. **Late Payment.** Customer agrees to pay [***] on all late payments. Furthermore, if Customer is late with payments or if Flextronics has reasonable cause to believe that Customer may not be able to pay, Flextronics may: (a) stop all Design Services or Work, as applicable, under this Agreement until assurances of payment satisfactory to Flextronics are received or payment is received; (b) demand prepayment for Design Services or purchase orders; (c) delay shipments; (d) retain all work in process until all outstanding invoices are paid in full and, (e) to the extent that Flextronics project personnel cannot be reassigned to other billable work during such stoppage and/or in the event restart cost are incurred, invoice Customer for additional fees before the Design Services or Work, as applicable can resume. Customer agrees to provide all necessary financial information required by Flextronics from time to time in order to make a proper assessment of the creditworthiness of Customer.

5. **MATERIALS PROCUREMENT; CUSTOMER RESPONSIBILITY FOR MATERIALS**

5.1. **Authorization to Procure Design Materials Inventory, Inventory and Special Inventory.** Customer’s accepted purchase orders for Design Services and/or the Work (as applicable) authorize Flextronics to procure, without Customer’s prior approval, (a) Design Materials Inventory and the Inventory to create the Deliverables or manufacture the Products covered by such purchase orders, as applicable, based on the Lead Time and (b) certain Special Inventory based on Customer’s purchase orders and forecast as follows: Long Lead-Time Materials as required based on the Lead Time when such orders are placed and Minimum Order Inventory as required by the supplier. Flextronics will only purchase Economic Order Inventory with the prior written approval of Customer. Customer agrees to pay any expedite charges (including any broker fees) required by suppliers to receive Design Materials Inventory prior to the end of the normal Lead Time unless those delays and associated expedite fees were caused by Flextronics.

5.2. **Customer Specified Materials.** Customer may direct Flextronics to purchase Customer Specified Materials in accordance with the terms of this Agreement. Customer acknowledges that the pricing and terms and conditions under which Flextronics must purchase these Customer Specified Materials may directly impact Flextronics’s ability to perform under this Agreement and to provide Customer with the flexibility Customer is requiring in the supply of the Products pursuant to the terms of this Agreement. In the event that Flextronics reasonably believes that the purchase of Customer Specified Materials will create an additional cost that is not covered by this Agreement, then Flextronics will notify Customer and the parties will agree to a methodology to compensate Flextronics for such additional costs.

5.3. **Preferred Supplier.** In connection with the Design Services, Flextronics shall prepare an Approved Vendor List for Customer’s acceptance and approval. As part of the Work, Flextronics shall maintain the Approved Vendor List. Flextronics shall purchase from vendors on a current AVL the Materials required to manufacture the Product. Flextronics may be included on such AVLs for Materials that Flextronics can supply provided those Materials conform to Customer’s specific qualification requirements. If Flextronics’s prices are competitive, and its quality is equal to or higher than other

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vendors, Customer approval will not be unreasonably withheld to Flextronics sourcing Materials from itself. For purposes of this Section 5.3 only, the term “Flextronics” includes any companies affiliated with Flextronics.

5.4. Customer Responsibility for Design Materials Inventory. Customer will pay Flextronics a monthly carrying fee of [***] for all Design Materials Inventory that has been held by Flextronics for longer than [***] from receipt at Flextronics’s facility and that is not covered by a purchase order backlog deliverable in the next [***] under a Design Statement of Work. Upon completion of the Design Services or termination of this Agreement, Customer will either (a) purchase any remaining Design Materials Inventory from Flextronics at Cost plus a [***] material handling fee; or (b) direct Flextronics to return such materials to the supplier (if returnable) and pay Flextronics the difference between the reimbursement actually received by Flextronics and the Cost plus a [***] material handling fee; or (c) direct Flextronics to sell such materials to a production facility selected by Customer and pay Flextronics the difference between the sale price actually received by Flextronics and the Cost plus a [***] material handling fee. Customer acknowledges and agrees that any Materials that Customer authorizes Flextronics to purchase through the issuance of a purchase order for Product prior to Customer’s final acceptance of the Design Deliverables pursuant to Section 7.1 below are considered Design Materials Inventory and subject to the terms of this Section 5.4.

5.5. Customer Responsibility for Inventory and Special Inventory. Customer is financially responsible under the conditions provided in this Agreement for all Materials, Inventory and Special Inventory purchased by Flextronics under this Section 5.

5.6. Materials Warranties. In connection with the performance of the Work, Flextronics shall endeavor to obtain and pass through to Customer the following warranties with regard to the Materials (other than the Production Materials): (i) conformance of the Materials with the vendor’s specifications and/or with the Specifications; (ii) that the Materials will be free from defects in workmanship; (iii) that the Materials will comply with Environmental Regulations; and (iv) that the Materials will not infringe the intellectual property rights of third parties.

6. SHIPMENTS, SCHEDULE CHANGE, CANCELLATION, STORAGE

This Section 6 applies to Product manufactured as part of the Work and not to the manufacture of prototypes or preproduction units.

6.1. Shipments. All Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in accordance with the Manufacturing Specifications and marked for shipment to Customer’s destination specified in the applicable purchase order. Shipments will be made EXW (Ex works, Incoterms 2010) Flextronics’s facility, at which time risk of loss and title will pass to Customer. To the extent that Customer performs importation; Customer shall be the importer of record. All freight, insurance and other shipping expenses, as well as any special packing expenses not included in the original price quotation for the Products, will be paid by Customer. In the event Customer designates a freight carrier to be utilized by Flextronics, Customer agrees to designate only freight carriers that are currently in compliance with all applicable laws relating to anti-terrorism security measures and to adhere to the C-TPAT (Customs-Trade Partnership Against Terrorism) security recommendations and guidelines as outlined by the United States Bureau of Customs and Border Protection and to prohibit the freight carriage to be sub-contracted to any carrier that is not in compliance with the C-TPAT guidelines.

6.2. Quantity Increases and Shipment Schedule Changes.

(a) For any accepted purchase order, Customer may (i) increase the quantity of Products or (ii) reschedule the quantity of Products and their shipment date as provided in the flexibility table below (the “Flexibility Table”):

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Maximum Allowable Variance From Accepted Purchase Order Quantities/Shipment Dates

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<tr>
<th># of days before Shipment Date on Purchase Order</th>
<th>Allowable Quantity Increases</th>
<th>Maximum Reschedule Quantity</th>
<th>Maximum Reschedule Period</th>
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Any decrease in quantity which is not rescheduled in accordance with the Flexibility Table in this Section 6.2 is considered a cancellation. Quantity cancellations are governed by the terms of Section 6.3 below. Any specific purchase order quantities rescheduled pursuant to this Section 6.2(a) may not be subsequently increased or rescheduled.

(b) All reschedules to push out delivery dates outside of the table in subsection (a) require Flextronics’s prior written approval, which shall not be unreasonably withheld (but which may be withheld if Flextronics can demonstrate that such rescheduling would have a negative impact to Flextronics). If Customer and Flextronics do not agree in writing to specific terms with respect to any approved reschedule outside of this Section 6.2(a), then Customer will pay Flextronics the Monthly Charges for any such reschedule, calculated as of the first day after such reschedule for any Inventory and/or Special Inventory that was procured by Flextronics to support the original delivery schedule is not used to manufacture Product pursuant to an accepted purchase order within [***] of such reschedule. In addition, if Flextronics notifies Customer that such Inventory and/or Special Inventory has remained in Flextronics’s possession for more than [***] since such reschedule, then Customer agrees to pay Flextronics a carrying cost of [***] per month for said inventory and immediately purchase any Affected Inventory and/or Special Inventory at the end of the [***] month upon receipt of an appropriate invoice by paying the Affected Inventory Costs. In addition, any finished Products that have already been manufactured to support the original delivery schedule will be treated as cancelled as provided in Sections 6.3, 6.4 and 6.5 below.

(c) Flextronics will use all reasonable commercial efforts to meet any quantity increases, which are subject to Materials and capacity availability. All reschedules or quantity increases outside of the table in subsection (a) require Flextronics’s approval, which shall not be unreasonably withheld (but which may be withheld if Flextronics can demonstrate that such rescheduling would have a negative impact to Flextronics). If Flextronics agrees to accept a reschedule to pull in a delivery date or an increase in quantities in excess of the flexibility table in subsection (a) and if there are extra costs to meet such reschedule or increase, Flextronics will inform Customer for its acceptance and approval in advance.

(d) Any delays in the normal production or interruption in the workflow process caused by Customer’s changes in the Manufacturing Specifications will be considered a reschedule of any affected purchase orders for purposes of this Section 6.2 for the period of such delay.

(e) For purposes of calculating the amount of Inventory and Special Inventory subject to subsection (b), the “Lead Time” shall be calculated as the Lead Time at the time of procurement of the Inventory and Special Inventory.

6.3. Cancellation of Orders and Customer Responsibility for Inventory

(a) Customer may not cancel any portion of Product quantity of an accepted purchase order within [***]. Customer may cancel any portion of Product quantity of an accepted purchase order with a shipment date greater than [***] with Flextronics’s prior written approval. If Customer and Flextronics do not agree in writing to specific terms with respect to any

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cancellation, then and Customer will pay Flextronics the Monthly Charges for any such cancellation, calculated as of the first day after such cancellation for any Inventory or Special Inventory procured by Flextronics to support the original delivery schedule. In addition, if Flextronics notifies Customer that such Inventory and/or Special Inventory has remained in Flextronics’s possession for more than [***] since such cancellation, then Customer agrees to immediately purchase from Flextronics such Inventory and/or Special Inventory by paying the Affected Inventory Costs.

(b) Notwithstanding anything else in this Agreement, Customer shall be responsible for the following for Customer Specified Materials:

(i) Excess Inventory.

A. Carrying Charges. At the end of every calendar month, Flextronics shall report the Excess Inventory. After a validation period, which shall not exceed [***], Customer shall pay Flextronics a carrying cost fee equal to the Cost of the Excess Inventory times the Monthly Charges.

(ii) Obsolete Inventory. At the end of every calendar month, Flextronics shall report the Obsolete Inventory. After a validation period, which shall not exceed [***], Customer shall purchase the Obsolete Inventory at a price equal to the Cost plus MOH.

(iii) Aged Inventory. At the end of every calendar month, Flextronics shall report the Aged Inventory. After validation, which shall not exceed [***], Customer shall purchase the Aged Inventory at a price equal to the Cost plus MOH. Prior to invoicing Customer for the amounts due pursuant to (ii) and (iii) of this section, Flextronics shall use commercially reasonable efforts [***] to return unused Inventory and Special Inventory and to cancel pending orders for such Inventory, and to otherwise mitigate the amounts payable by Customer.

Flextronics shall ship the Inventory and Special Inventory paid for by Customer under this section to Customer promptly upon said payment by Customer. In the event Customer does not pay under the standard payment terms of this Agreement, Flextronics shall be entitled to dispose of such Inventory and Special Inventory in a commercially reasonable manner and credit to Customer any monies received from third parties. Flextronics shall then submit an invoice for the balance amount due and Customer agrees to pay said amount under the standard payment terms of this Agreement of its receipt of the invoice.

(c) For purposes of calculating the amount of Inventory and Special Inventory subject to subsection (a), the “Lead Time” shall be calculated as the Lead Time at the time of (i) procurement of the Inventory and Special Inventory; (ii) cancellation of the purchase order or (iii) termination of this Agreement, whichever is longer.

6.4. Customer Responsibility for Ordered Product; Storage of Ordered Product. In the event Customer does not arrange for the prompt pickup of Products ordered by it under this Agreement after being informed in writing, by Flextronics that such Products are ready for pickup in accordance with Customer’s purchase order, or Customer attempts to reschedule or cancel a delivery of Products previously ordered by Customer, in a manner not permitted by this Agreement, and the Customer has not responded within a cure period of ten business days after written notification is received, then Customer hereby authorizes Flextronics to transfer such Products to a warehouse operated by Flextronics or a third party. If Customer specifies a third party to whom the Products should be transferred and such third party acknowledges that it will receive the Products, then Flextronics will transfer the Products to such third party, in the absence of such direction and acknowledgement, Flextronics reserves the right to transfer the Products to a warehouse provider of Flextronics’s selection. If the Products are transferred to a warehouse operated by Flextronics, then a portion of a warehouse operated by Flextronics will be assigned to Customer for its exclusive use. Such transfer shall be considered a delivery and sale to Customer for purposes of this Agreement, and title and risk of loss for such Products shall thereupon transfer from Flextronics to Customer. If Flextronics transfers such Products to a third party warehouse

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6.5. **No Waiver.** For the avoidance of doubt, Flextronics’s failure to invoice Customer for any of the charges set forth in this Section 6 does not constitute a waiver of Flextronics’s right to charge Customer for the same event or other similar events in the future. However, Customer and Flextronics agree to invoice each other within [***] of the incurred liability for any and all services, products, components, or other items provided or sold by one party to the other. Neither party will have any obligation to pay for any such services, products, components, or other items invoiced greater than [***] or mutually agreed to longer period after services were performed.

7. **DELIVERABLES AND PRODUCT ACCEPTANCE**

7.1. **Deliverables.** Upon receipt of a Deliverable from Flextronics in accordance with the Design Statement of Work, Customer shall have [***] to accept or reject the Deliverable. If Customer determines that the Deliverable fails to satisfy the criteria for acceptance set forth in the Design Statement of Work, then, Customer may choose not to accept such Deliverable, and shall provide Company with a notice stating in reasonable detail the manner in which the unaccepted Deliverable failed to meet with such criteria. Upon receipt of such a notice, Flextronics shall, adjust the unaccepted Deliverable and Customer shall have an additional [***] within which to accept such corrected Deliverable. The parties agree to repeat the procedure set forth in this Section up to [***] times. If after [***] attempts, the non-conformities and deficiencies are not corrected and Customer determines that it wants Flextronics to continue to attempt to correct the non-conformities and deficiencies, then either (i) the parties will enter into a mutually agreeable change order that will allow Flextronics to be paid on a time and material basis for the ongoing work, or (ii) the Agreement may be terminated by Customer of Flextronics pursuant to Section 12.2(a).

7.2. **Products.** The Products delivered by Flextronics will be inspected and tested as required by Customer within [***] of receipt at the “ship to” location on the applicable purchase order. If Products do not comply with the express limited warranty set forth in Section 8.1 below, Customer has the right to reject such Products during said period. Products not rejected during said period will be deemed accepted (although still subject to the express limited warranties stated in this Agreement). Customer may return defective Products, freight collect, after obtaining a return material authorization number from Flextronics to be displayed on the shipping container and completing a failure report. Rejected Products will be promptly repaired or replaced, at Flextronics’s option, and returned freight prepaid. Customer shall bear all of the risk, and all costs and expenses, associated with Products that have been returned to Flextronics for which there is no defect found.

8. **WARRANTIES**

The following terms apply only to the manufacture of commercial quantities of the Product as part of the Work:

8.1. **Express Limited Product Warranty.** This Section 8.1 sets forth Flextronics’s sole and exclusive warranty with respect to the Product and Customer’s sole and exclusive remedies with respect to a breach by Flextronics of such warranty.

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FLEXTRONICS AND CUSTOMER CONFIDENTIAL

(a) Flextronics warrants that, for a period of [***] from the date of manufacture of the Product, (i) the Product will be free from defects in workmanship and Materials; (ii) the Product shall perform in accordance with the Manufacturing Specifications; and (iii) the Production Materials are in compliance with Environmental Regulations. Notwithstanding the foregoing, Flextronics makes no warranty for (i) Customer Specified Materials and disclaims any other warranty to the extent any defect has been caused by Customer Specified Materials (but Flextronics will pass on to Customer all manufacturers’ warranties for Customer Specified Materials to the extent that they are transferable); (ii) Product that has been abused, damaged, altered or misused or mishandled; (iii) prototypes and pre-production units; or (iv) defects resulting from any tooling, designs or instructions provided by Customer. Customer shall be liable for costs or expenses incurred by Flextronics arising out of or related to the foregoing exclusions. The applicability of an exclusion shall be as agreed between the parties in good faith and using industry standards. In the event of a breach of warranty, Flextronics shall, at its option and at its expense (and as Customer’s sole and exclusive remedy for breach of any warranty), repair, or replace the Product found defective during the warranty period. If the Product cannot be repaired or replaced, then Flextronics shall issue a credit to the Customer in an amount equal to the prorated useful life of the Product based on a [***] useful life.

(b) Customer shall return Products covered by the warranty freight prepaid after completing a failure report and obtaining a return material authorization number, which must be issued within twenty-four (24) hours of receipt of the request, from Flextronics which must be displayed on the shipping container. Customer shall bear all of the risk, and all costs and expenses, associated with Products that have been returned to Flextronics for which there is no defect found.

(c) Customer will provide its own warranties directly to any of its end users or other third parties. Customer will not pass through to end users or other third parties the warranties made by Flextronics under this Agreement. Furthermore, Customer will not make any representations to end users or other third parties on behalf of Flextronics, and Customer will expressly indicate that the end users and third parties must look solely to Customer in connection with any problems, warranty claim or other matters concerning the Product that are based on privity of contract.

8.2. No Representations or Other Warranties. FLEXTRONICS MAKES NO REPRESENTATIONS AND NO OTHER WARRANTIES OR CONDITIONS ON THE DESIGN SERVICES, DELIVERABLES, PERFORMANCE OF THE WORK OR PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH CUSTOMER, AND FLEXTRONICS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

9. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSES

9.1. Flextronics Background Property. Flextronics’s “Background Property” shall mean and include, without limitation, Flextronics’s know-how, design tools, methodologies, software, algorithms, or other means that may be used to (i) design, manufacture, assemble or test products, or (ii) design production means or the processes by which products are manufactured, assembled, or tested or any improvements or modifications thereto. Flextronics owns or has the right to use all of the Intellectual Property Rights in its Background Property which Background Property is not incorporated into the New Developments. Customer acknowledges and agrees that this Agreement shall not affect the ownership of, nor convey any licenses or rights under any of the Intellectual Property Rights in the Flextronics’s Background Property, either expressly, impliedly or otherwise to Customer or any other third party.

9.2. Third Party Technology; Essential IP. Customer shall be responsible for obtaining any necessary license or other rights and for paying any royalties or license fees in connection with any third party technology and any Intellectual Property Rights (including any Essential IP) incorporated in the Deliverables or Product, and for providing adequate assurances to Flextronics, upon Flextronics’s reasonable request that Customer has secured such rights or paid such royalties or fees.

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9.3. **Independent Work.** This Agreement shall not affect the ownership of, nor convey any licenses to, any innovation, improvement, idea, method, technique or work of authorship, or any Intellectual Property Right therein, which is created during or subsequent to the term of this Agreement by a party outside the performance of the Design Services or any other matters under this Agreement without reference to, or other use of, the Confidential Information of the other party (an “Independent Work”).

9.4. **New Developments.** Flextronics agrees that, upon acceptance of a Deliverable pursuant to Section 7.1 and payment, all designs, plans, reports, drawings, schematics, prototypes, models, inventions, copyrights, and all other information and items made or conceived by Flextronics or by its employees, contract personnel, or agents during the course of this Agreement and that: (a) incorporate or reflect Customer-specific developments (e.g., Customer logos, trademarks, “look & feel,” and other Customer-specific design elements), and (b) incorporated into the Deliverables (the “New Developments”) and all Intellectual Property Rights in the New Developments are assigned to Customer as its sole and exclusive property, subject only to any third party Intellectual Property Rights identified in Section 9.2. For the avoidance of doubt, Flextronics methodologies and unrelated developments are owned by Flextronics.

9.5. **Licenses.**

(a) Customer hereby grants Flextronics a non-exclusive, royalty-free license during the term of this Agreement to use and copy any of Customer’s Intellectual Property Rights as necessary to perform Flextronics’s obligations under this Agreement.

(b) Except as set forth in Section 9.4 and subsection (a) above, each party acknowledges and agrees that no licenses or rights under any of the Intellectual Property Rights of the other party are given or intended to be given to such other party.

10. **INDEMNIFICATION; LIMITATION OF LIABILITY**

10.1 **Indemnification by Customer.** Customer shall defend Flextronics, its affiliated companies, officers, directors, employees, and agents (each a “Flextronics Indemnitee”) from and against all third party claims listed below (each a “Claim”), and indemnify and hold harmless any Flextronics Indemnitee from the resulting costs and damages awarded against Flextronics to the third party making such Claim, by a trial court of competent jurisdiction (or such arbitrator or other third party with equivalent authority to decide the Claim) or agreed to in settlement subject to the remaining provision of this Section 10. In addition, Customer shall reimburse Flextronics from all costs (including reasonable attorneys’ fees) incurred by Flextronics in connection with a Claim from the time Flextronics notifies Customer in writing of the Claim (no later than thirty (30) days from the date Flextronics learns of such Claim (“Notice”)) until Customer assumes primary control of the defense.

If: (i) Flextronics provides Notice to Customer of a Claim; and (ii) Customer decides that such a Claim does not fall under its indemnification obligations hereunder (“Non-Indemnity Action”); and (iii) Flextronics defends or settles such Non-Indemnity Action; and (iv) a court of competent jurisdiction or arbitrator holds that the Claim is one for which Customer should have defended and indemnified Flextronics, then Customer shall indemnify and reimburse Flextronics for all costs and expenses (including all damages, settlement payments, attorneys’ fees and other costs) arising from such Non-Indemnity Action.

Customer’s obligations of defense and indemnification shall apply to any Claim incurred by or assessed against any Flextronics Indemnitee, but solely to the extent the same arise out or are related to:

(a) any failure of any Product (and Materials contained therein) sold by Flextronics hereunder or any Deliverables to comply with any safety standards and/or Environmental Regulations to the extent that such failure has not been caused by Flextronics’s willful misconduct, gross negligence or
FLEXTRONICS AND CUSTOMER CONFIDENTIAL

breach of Flextronics’s express limited warranties set forth in Section 8.1 hereof or as a result of any Flextronics Controlled Materials;

(b) any actual injury or damage to any person or property caused, or alleged to be caused, by a Product, but only to the extent such injury or
damage has not been caused by Flextronics’s willful misconduct or gross negligence or breach of Flextronics’s express limited warranties set forth in
Section 8.1 or as a result of any Flextronics Controlled Materials; or

(c) any infringement of the intellectual property rights, by a Product or any items provided by or required to be used by Customer.

10.2 Indemnification by Flextronics. Flextronics shall defend Customer, its affiliated companies, officers, directors, employees, and agents (each a
“Customer Indemnitee”) from and against all third party Claims listed below, and indemnify and hold harmless any Flextronics Indemnitee from the resulting
costs and damages awarded against Customer to the third party making such Claim, by a trial court of competent jurisdiction (or such arbitrator or other third
party with equivalent authority to decide the Claim) or agreed to in settlement subject to the remaining provision of this Section 10. In addition Flextronics shall
reimburse Customer from all costs (including reasonable attorneys’ fees) incurred by Customer in connection with a Claim from the time Customer notifies
Flextronics in writing of the Claim (no later than thirty (30) days from the date Customer learns of such Claim (“Notice”)) until Flextronics assumes primary
control of the defense.

If: (i) Customer provides Notice to Flextronics of a Claim; and (ii) Flextronics decides that such a Claim does not fall under its indemnification obligations
hereunder (“Non-Indemnity Action”); and (iii) Customer defends or settles such Non-Indemnity Action; and (iv) a court of competent jurisdiction or arbitrator
holds that the Claim is one for which Flextronics should have defended and indemnified Customer, then Flextronics shall indemnify and reimburse Customer
for all costs and expenses (including all damages, settlement payments, attorneys’ fees and other costs) arising from such Non-Indemnity Action.

Flextronics’s obligations of defense and indemnification shall apply to any Claim incurred by or assessed against any Customer Indemnitee, but solely to the
extent the same arise out or are related to:

(a) any infringement of the intellectual property rights of any third party caused by (i) a process that Flextronics uses to manufacture, assemble
and/or test the Products or (ii) Flextronics Background Property.

(b) any actual injury or damage to any person or property caused, or alleged to be caused, by a Deliverable or Product sold by Flextronics to
Customer hereunder, but solely to the extent such injury or damage has been caused by Flextronics’s willful misconduct or gross negligence or the breach by
Flextronics of its express limited warranties or the Flextronics Controlled Materials; or

(c) noncompliance with any Environmental Regulations but solely to the extent that such non-compliance is caused by Flextronics’s willful
misconduct or gross negligence or a process that Flextronics uses to manufacture the Products or Flextronics’s failure to obtain a certificate of compliance for
Flextronics Controlled Materials in accordance with Section 2(c).

10.3 Procedures for Indemnification. The indemnification obligations of the parties pursuant to this Section 10 shall be subject to the party seeking
indemnification giving the other party prompt notice of any third-party claim and reasonably cooperating with the indemnifying party at the expense of the
party seeking indemnification. The indemnifying party shall have the right to assume the defense (at its own expense) of any such claim through counsel of its
own choosing. The party seeking indemnification shall have the right to passively participate in the defense thereof and to employ counsel (at its own expense)
separate from the counsel employed by the indemnifying party. [***] The indemnifying party

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*** Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been
requested with respect to the omitted portions.
FLEXTRONICS AND CUSTOMER CONFIDENTIAL

shall not, without the prior written consent of the indemnified party, agree to the settlement, compromise or discharge of such third-party claim that imposes an obligation upon the indemnified party, such consent not to be unreasonably withheld.

10.4 Exclusions: Customer shall have no indemnification obligations with respect to any action arising out of: (i) the use of any Products, or any part thereof, by Flextronics in combination with products not supplied by Customer, (ii) any modification of a Product by Flextronics not expressly authorized by Customer, or (iii) the use of any Products by Flextronics other than in accordance with this Agreement, and in such event Flextronics shall defend Customer pursuant to this Section 10.2.

10.5 Design, Manufacture or Sale of Products Enjoined. Should the Design Services be enjoined for a Claim, and Customer is unable within a reasonable time and at Customer’s expense to obtain the right for Flextronics to continue the Design Services or the performance of its obligations under this Agreement, then Flextronics will have the right to terminate this Agreement under Section 11.2(a). Should the manufacture, sale or use of any Deliverables or Products be enjoined for a cause stated in Section 10.1 or 10.2(c) above, or in the event the indemnifying party desires to minimize its liabilities under this Section 10, in addition to its indemnification obligations set forth in this Section 10, the indemnifying party’s sole responsibility is, at its sole discretion, to either substitute a fully equivalent Deliverable, Product or process (as applicable) not subject to such injunction, modify such Product or process (as applicable) so that it no longer is subject to such injunction, or obtain the right to continue using the enjoined process or Product (as applicable). In the event that any of the foregoing remedies cannot be effected on commercially reasonable terms, then, all accepted purchase orders and the current forecast will be considered cancelled and Customer shall purchase all Products, Design Materials Inventory, Inventory and Special Inventory as provided in Sections 5.4, 6.3, 6.4 and 6.5 hereof, as applicable. Any changes to any Deliverables or Products or process must be made in accordance with Section 2 and 3.2 above, respectively. Notwithstanding the foregoing, in the event that a third party makes an infringement claim in connection with Section 10.1(c) or 10.2(a), but does not obtain an injunction, the indemnifying party shall not be required to substitute a fully equivalent Deliverable, Product or process (as applicable) or modify the Deliverable, Product or process (as applicable) if the indemnifying party obtains an opinion from competent patent counsel reasonably acceptable to the other party that such Deliverable, Product or process is not infringing or that the patents alleged to have been infringed are invalid.

10.6 Limitation of Liability. EXCEPT WITH REGARD TO [***], A BREACH OF SECTIONS 10.1 AND 10.2 ABOVE OR SECTION 12.1 BELOW, OR BREACHES OF EITHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY “COVER” DAMAGES (INCLUDING INTERNAL COVER DAMAGES WHICH THE PARTIES AGREE MAY NOT BE CONSIDERED “DIRECT” DAMAGES), OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE SALE OF PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

IN NO EVENT WILL FLEXTRONICS’S TOTAL, AGGREGATE AND CUMULATIVE LIABILITY TO CUSTOMER FOR ANY CAUSE EXCEED [***]
11  TERM AND TERMINATION.

11.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year thereafter unless terminated as provided in Section 11.2 or 13.9 (Force Majeure). After the expiration of the initial term hereunder (unless this Agreement has been terminated), this Agreement shall be automatically renewed for separate but successive one-year terms unless either party provides written notice to the other party that it does not intend to renew this Agreement ninety (90) days or more prior to the end of any term.

11.2 Termination. The parties may terminate the Agreement or either the Design Services or the Work as further provided in this Section 11.2 and in Section 12.9 (Force Majeure). In order to terminate both the Design Services and the Work, a party must terminate the Agreement.

(a) Termination for Convenience.

(i) This Agreement may be terminated for convenience by complying with the terms of both of subsections (ii) and (iii) below.

(ii) Customer may terminate the Design Services for convenience at [***]. In the event of termination for convenience prior to completion of the Design Services, Customer shall pay Flextronics all outstanding invoices and shall compensate Flextronics for all work in progress and out-of-pocket costs incurred up to the date of cancellation. Flextronics agrees to deliver all results of Design Services paid for up to the time of cancellation. Flextronics may terminate the Design Services if Flextronics cannot deliver under the Design Statement of Work due to causes beyond its control. The applicability of the foregoing shall be as agreed between the parties in good faith and using industry standards. In such event, Customer will compensate Flextronics for work performed at Flextronics’s standard hourly billing rates quoted in Fee List, and for out-of-pocket costs incurred prior to the date of stoppage. In the event that Customer cannot perform under this Agreement through causes beyond its control, Flextronics will be responsible for the return of payments made prior to the date of stoppage that are in excess of work performed and out-of-pocket costs incurred.

(iii) Either party may terminate the Work upon [***] written notice to the other party.

(b) Termination for Breach. Either party may terminate the Agreement or either the Design Services or the Work for breach if: (i) the other party materially breaches any obligation to pay amounts due or any obligation of confidentiality and such breach continues without a cure for a period of 30 days after the delivery of written notice thereof by the terminating party to the other party, or (ii) if the other party materially breaches any other term or condition of this Agreement and such breach continues unremedied for a period of 90 days after the delivery of written notice thereof by the terminating party to the other party.

(c) Effect of Expiration or Termination. Expiration or termination of this Agreement under any of the foregoing provisions: (a) shall not affect the amounts due under this Agreement by either party that exist as of the date of expiration or termination, and (b) as of such date the provisions of Sections 4.5, 4.6, 5.1, 5.2, 5.4, 5.5, 6.3, 6.4, and 6.5 shall apply with respect to payment and shipment to Customer of finished Products, Design Materials Inventory, Inventory, and Special Inventory in existence as of such date; and (c) shall not affect Flextronics’s express limited warranty in Section 8.1 above.

***  Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.
12 MISCELLANEOUS

12.1 Confidential Information. During the term of this Agreement and for three (3) years thereafter each party will not disclose without the permission of the other party any of the other party’s Confidential Information. Upon written request of a party, the other shall return all such Confidential Information of the requesting party and shall destroy all copies thereof.

12.2 Non-solicitation. Each of the parties hereto agrees that, during the term of this Agreement and for a period of [***] following termination of this Agreement, except for employment opportunities generally advertised, neither party will, except with the other party’s prior written approval, solicit, offer employment to, or contract with the other party’s employees or contractors who were engaged in the activities related to the Design Services.

12.3 Insurance. Flextronics and Customer agree to maintain appropriate insurance to cover their respective risks under this Agreement with coverage amounts commensurate with levels in their respective markets. Customer specifically agrees to maintain insurance coverage for any finished Products or Materials the title and risk of loss of which passes to Customer pursuant to this Agreement and which is stored on the premises of Flextronics.

12.4 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. In all respects, this Agreement shall govern, and any other documents including, without limitation, preprinted terms and conditions on Customer’s purchase orders shall be of no effect. If the scope of any of the provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. The Exhibits that form part of this Agreement as of the Effective Date are the following:

- Exhibit 1: Definitions
- Exhibit 2: Design Statement of Work (Sample)
- Exhibit 3.1: Manufacturing Specifications
- Exhibit 4.4: Fee List
- Exhibit 5: Material Environmental Compliance Process

12.5 Enforcement of Agreement. If the scope of any of the provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

*** Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.
12.6 Amendments; Waiver. This Agreement may be amended only by written consent of both parties. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorized representative of the party against which such waiver is asserted.

12.7 Independent Contractor. Neither party shall, for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

12.8 Expenses. In the event a dispute between the parties hereunder with respect to this Agreement must be resolved by litigation or other proceeding or a party must engage an attorney to enforce its right hereunder, the prevailing party shall be entitled to receive reimbursement for all associated reasonable costs and expenses (including, without limitation, attorneys’ fees) from the other party.

12.9 Force Majeure. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, Materials unavailability, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.

12.10 Successors, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other party which will not be unreasonably withheld. Notwithstanding the foregoing, (i) Flextronics may assign, delegate, or subcontract some or all of its rights and obligations under this Agreement to an affiliated Flextronics entity; and (ii) Customer shall have the right to assign (in whole but not in part) this Agreement at any time in the event of (a) a merger of Customer with another party, whether or not Customer is the surviving entity; (b) the acquisition of more than fifty percent of any class of Customer’s voting stock (or any class of non-voting security convertible into voting stock) by another party (whether in a single transaction or series of transactions); or (c) the sale or other transfer of more than fifty percent of Customer’s assets (whether in a single transaction or series of transactions), provided that in each case the assignee agrees in writing to be bound by all of the provisions of this Agreement and Flextronics is able to confirm the creditworthiness of any assignee to its complete satisfaction. Notwithstanding anything in this Agreement to the contrary, within ten (10) days after Customer’s assignment of this Agreement, Customer will give Flextronics written notice of such assignment. For a period not to exceed 3 months following Flextronics’s receipt of notice of any such assignment, Flextronics shall have the right to terminate this Agreement upon 30 days’ notice. Any such assignment shall not relieve Customer of liability for any amounts due and payable to Flextronics hereunder unless or until such payment liability is discharged in full.

12.11 Notices. All notices required or permitted under this Agreement will be in writing and will be deemed received (a) when delivered personally; (b) when sent by confirmed facsimile; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage.
prepaid; or (d) one (1) day after deposit with a commercial overnight carrier. All communications will be sent to the addresses set forth above or to such other address as may be designated by a party by giving written notice to the other party pursuant to this section.

12.12 **Controlling Law; Disputes Resolution.**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of California and the parties hereby consent to the personal and exclusive jurisdiction and venue of the California state courts and the Federal courts located in Santa Clara County, California. Notwithstanding the foregoing, except with respect to enforcing claims for injunctive or equitable relief, any dispute, claim or controversy arising from or related in any way to this Agreement or the interpretation, application, breach, termination or validity thereof, including any claim of inducement of this Agreement by fraud will be submitted for resolution by binding arbitration in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS. The arbitration will be held in Santa Clara County, California and it shall be conducted in the English language. Judgment on any award in arbitration may be entered in any court of competent jurisdiction. Notwithstanding the above, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. To the extent applicable, in the event of any lawsuit between the parties arising out of or related to this Agreement, the parties agree to prepare and to timely file in the applicable court a mutual consent to waive any statutory or other requirements for a trial by jury.

12.13 **Even-Handed Construction.** The terms and conditions as set forth in this Agreement have been arrived at after mutual negotiation, and it is the intention of the parties that its terms and conditions not be construed against any party merely because it was prepared by one of the parties.

12.14 **Controlling Language.** This Agreement is in English only, which language shall be controlling in all respects. All documents exchanged under this Agreement shall be in English.

12.15 **Customer Representative.** FireEye Director of Hardware Development and Manufacturing shall represent Customer during the performance of this Agreement with respect to the Design Services and deliverables defined herein, and has authority to execute modifications or additions to this Agreement.

12.16 **Use of the other party’s Name is Prohibited.** The existence and terms of this Agreement are Confidential Information and protected pursuant to Section 12.1 above. Accordingly, neither party may use the other party’s name or identity or any other Confidential Information in any advertising, promotion or other public announcement without the prior express written consent the other party. Neither party, their employees, their affiliates companies, nor their subcontractors shall publicly announce this Agreement or release any information pertaining hereto publicly without the prior written consent of the other party. Neither party shall use any trademark, trade name, or names, logos or any contraction, abbreviation, or otherwise of the other party’s, unless such other party agrees upon a separate trademark license.

12.17 **Counterparts.** This Agreement may be executed in counterparts.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date indicated below.

**FireEye Incorporated:**

-/s/ Alexa King  
Signature  
By: Alexa King  
Title: VP, Legal & General Counsel

**Flextronics Telecom Systems, Ltd.:**

-/s/ Manny Marimuthu  
Signature  
By: Manny Marimuthu  
Title: Director

OCT 26 2012
Definitions

“Affected Inventory Costs” shall mean: (i) [***] of the Cost of all affected Inventory and Special Inventory in Flextronics’s possession and not returnable to the vendor or reasonably usable for other customers, whether in raw form or work in process, less the salvage value thereof, (ii) [***] of the Cost of all affected Inventory and Special Inventory on order and not cancelable, (iii) any vendor cancellation charges incurred with respect to the affected Inventory and Special Inventory accepted for cancellation or return by the vendor, and (iv) expenses incurred by Flextronics related to labor and equipment specifically put in place to support the purchase orders and forecasts that are affected by such reschedule or cancellation (as applicable).

“Approved Vendor List” or “AVL” shall mean a Customer approved list of suppliers currently approved to provide the Materials specified in the bill of materials for the Product.

“Confidential Information” shall mean (a) the existence and terms of this Agreement and all information concerning the Design Services fees and the unit number and price of Products and Inventory/Special Inventory and (b) any other information that is marked as “Confidential” or the like or, if delivered verbally, confirmed in writing to be confidential within 30 days of the initial disclosure. Confidential Information does not include information which (i) the receiving party can prove it already knew at the time of receipt from the disclosing party; or (ii) has come into the public domain without breach of confidence by the receiving party; (iii) was received from a third party without restrictions on its use; (iv) the receiving party can prove it independently developed without use of or reference to the disclosing party’s Confidential Information; or (v) the disclosing party agrees in writing is free of such restrictions.

“Cost” shall mean the direct cost of such Materials as represented on the bill of materials supporting the most current Product price at the time of completion of the Design Services, cancellation, expiration or termination, as applicable.

“Customer Specified Materials” shall mean those Materials directed by the Customer to be included in the Deliverables and/or Product(s), as may be identified in the AVL, Specifications, BOM, or other written acknowledgement by the parties.

“Customer Indemnitee” shall have the meaning set forth in Section 10.2.

“Damages” shall have the meaning set forth in Section 10.1.

“Deliverables” shall mean the items delivered to Customer by Flextronics pursuant to the Design Statement of Work, any New Developments incorporated therein and any pre-production, prototype or trial units of the Product.

“Design Materials Inventory” shall mean any Materials necessary to perform the Design
“Design Services” shall have the meaning set forth in Section 2.

“Design Specifications” shall have the meaning set forth in Section 2.

“Design Statement of Work” shall have the meaning set forth in Section 2.

“Economic Order Inventory” shall mean Materials purchased in quantities, above the required amount for purchase orders, in order to achieve price targets for such Materials and approved in writing by the Customer.

“Environmental Regulations” shall mean any hazardous substance content laws and regulations including, without limitation, those related to the EU Directive 2002/95/EC about the Restriction of Use of Hazardous Substances (RoHS).

“Essential IP” shall mean the Intellectual Property Rights of any third parties in industry recognized standards, protected in any jurisdiction, which would be inherently infringed by the manufacture, design, use, or sale of a device made in compliance with such industry recognized standards.

“Fee List” shall have the meaning set forth in Section 4.4.

“Flexibility Table” shall have the meaning set forth in Section 6.2.

“Flextronics Indemnitee” shall have the meaning set forth in Section 10.2.

“Force Majeure” shall have the meaning set forth in Section 12.9.

“Intellectual Property Rights” shall mean any and all intellectual property rights worldwide arising under statutory law, common law or by contract and whether or not perfected, including without limitation: (i) trade dress, trademark, and service mark rights; (ii) patents, patent applications and patent rights; (iii) rights associated with works or authorship including copyrights, copyright applications, copyright registrations, mask works rights, mask work applications, mask work registrations; (iv) rights relating to trade secrets and confidential information; (v) any rights analogous to those set forth in this section and any other proprietary rights relating to intellectual property; and (vi) divisionals, continuations, renewals, reissues and extension of the foregoing (as and to the extent applicable) now existing, hereafter filed, used or acquired, and whether registered or unregistered.

“Inventory” shall mean any Materials that are used by Flextronics to manufacture the Products that are ordered pursuant to a purchase order from the Customer as part of the Work.

“Lead Time(s)” With respect to Design Materials Inventory, shall mean with respect to any particular item of Materials, the longer of (a) lead time to obtain such Materials as recorded on Flextronics’s MRP system or (b) the actual lead time, if a supplier has increased or decreased the lead time but Flextronics has not yet updated its MRP system. With respect to Inventory, shall mean the Materials Procurement Lead Time plus the manufacturing cycle time required from the delivery of the Materials at Flextronics’s facility to the completion of the manufacture, assembly and test processes

“Long Lead Time Materials” shall mean Materials with Lead Times exceeding the period covered by the accepted purchase orders for the Products to the
extent necessary for the manufacture of additional Product covered by the Customer’s forecast and approved in advance and in writing by the Customer.

“Manufacturing Specifications” shall have the meaning as defined in Section 3.1.

“Materials” shall mean labor, components, materials and supplies that are used in the design, development, manufacturing, testing, packaging, and distribution of electronic products.

“Materials Procurement Lead Time” shall mean with respect to any particular item of Materials, the longer of (a) lead time to obtain such Materials as recorded on Flextronics’s MRP system or (b) the actual lead time, if a supplier has increased or decreased the lead time but Flextronics has not yet updated its MRP system.

“Minimum Order Inventory” shall mean Materials purchased in excess of requirements for purchase orders because of minimum lot sizes available from manufacturers. These lot sizes must be reviewed and agreed to, in writing, in advance

“MOH” shall the reasonable costs to Flextronics of acquiring, managing and storing Materials, which may be expressed as a percentage of the Cost of the Materials, as such percentage is set forth in the applicable SOW; if no MOH is specified in the applicable SOW, then the MOH shall be equal to: (i) [***] of the Cost of all Materials on hand at Flextronics; and (ii) [***] of the Cost of all Materials on order and not cancelable.

“Monthly Charges” shall mean a finance carrying charge of [***], in the case of the Cost of the Inventory and/or Special Inventory affected by the reschedule or cancellation (as applicable) per month until such Inventory and/or Special Inventory is used to manufacture Product or is otherwise purchased by Customer.

“New Developments” shall have the meaning as defined in Section 9.4.

“Special Inventory” shall mean any Customer Specified Materials which are Long Lead Time or have Minimum or Economic Order Inventory requirements. Special Inventory must be identified and agreed to in advance, and in writing.

“Specifications” shall mean the Design Specifications or the Manufacturing Specifications, as applicable.

“Work” shall have the meaning as defined in Section 3.1.

“Aged Inventory” shall mean any Inventory and Special Inventory for which there has been zero or insignificant consumption for such Inventory over the past [***], which includes any particular item that Flextronics has had on hand for more than [***].

“Excess Inventory” shall mean all Inventory and Special Inventory possessed or owned by Flextronics that is not required for consumption to satisfy the next [***] of demand for Products under the then-current purchase order(s) and forecast.

“Obsolete Inventory” Shall mean Inventory or Special Inventory that is any of the following: (a) removed from the bill of materials for a Product by an engineering change; (b) no longer on an active bill of material for any of Customer’s Products; or (c) on-hand Inventory and

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*** Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.
Special Inventory that are not required for consumption to satisfy the next [***] of demand for Products under the then-current purchase order(s) and forecast.

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Section 1 – Product Definition
• High level description of product
• What the product is/is not
  Product appearance picture

Section 2 – Design Specifications
  Detailed product specification (can be separate document if desired)

Section 3 – Proposed Schedule & Deliverables
• Project schedule
• Key deliverable dates
• Key deliverables

Section 4 – Project Design Responsibilities
• Flextronics’s detailed responsibilities
• Customer’s detailed responsibilities
• Shared responsibilities

Section 5 – Customer Specified Items
• Customer specified components, suppliers, mechanical designs, software, subsystems, etc.
• Customer preferences for certain components

Section 6 – Testing requirements
• Validation test requirements
• Regulatory test requirements
• Reliability testing requirements
• Unique testing requirements
• Required certifications

Section 7 – Process
• Customer’s unique development process requirements

Section 8 – Contacts
• Customer contacts
• Flextronics contacts
• Including:
  • Name
  • Voice Number
  • Pager Number
  • Fax Number
  • Email

Section 9 – Costs
• Product BOM target costs / Flextronics product cost
• Flextronics’s NRE cost or quotation
• Flextronics’s prototype cost (optional, can be covered in manufacturing agreement)
• Outside service costs
Describe the objective criteria upon which both parties agree that the Deliverables or other work will be accepted by Customer; e.g., test requirements, delivery of report, etc. - acceptance criteria are unique and need to fit the specific work being performed.

If any provisions of the Agreement need to be modified for a particular Design Statement of Work, those changes would also be included here.
1. **Schedule of Design Fees**

For each Design Statement of Work, the parties shall agree on a schedule of design fees as may be incorporated in Exhibit 4.4 herein, by reference, or alternatively in each corresponding Design Statement of Work.

   a) **Project Fees**: Customer agrees to pay Flextronics the fees related to the Services on the dates of completion below:

<table>
<thead>
<tr>
<th>Event/Milestone</th>
<th>Completion Date</th>
<th>Payment</th>
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<tbody>
<tr>
<td>1) such as “execution of this Agreement”</td>
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<td>2) such as “completion of Design Stage 1”</td>
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<td>3) such as “completion of Tooling”</td>
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<td>4) such as “completion of Design Stage 2”</td>
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The amount estimated for Stages 1 and 2 are fixed fees. Further stage estimates are budgetary only and will be billed on an actual time and materials basis.

   b) **Other Costs and Expenses**: Prototyping and modeling costs are not fixed estimates and will be passed on at cost plus [***]. All other out of pocket expenses incurred by Flextronics on behalf of the Customer will be passed on at cost plus [***]. Travel time will be charged at normal rates of [***] per hour based on seven hours per twenty-four hour time period. Travel expenses will be passed on at cost plus [***]. Flextronics will provide estimates of expenses before committing funds.

2. **Schedule of Work Fees**

To be attached or incorporated by reference.

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*** Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.
EXHIBIT 5
Material Environmental Compliance Process

CDM - E
Environmental Compliance-
Hazardous Substance Data Declaration
process & Independent Lab services
Windchill Product Analyticstionality/Benefits:

- Track key legal regulations and customer requirements
- Develop and maintain a proactive harmonized corporate standard under rev control.
- Automated supplier data collection / validation
- Use industry standards (IMDS, BOMCheck, 1752, 1752A, JPSSI) or customer-specified forms / formats
- Centralized Data Collection in Flextronics for consistent results
- Simple dashboard to show compliance to multiple regulations and customer requirements.
- Adaptable outputs for customer requirements

This solution provides risk mitigation, cost effectiveness and provides customers with a full suite of environmental declaration services.
Flextronics Environmental System Architecture

EMS Data Flow

Customer Owned Flows Through (No Flex Env Data)

BOM & AML Set up

MPDM Agile

Baan/ERP

Supply Chain

PTC WPA (Env Data Master)

Automated Portal/ Escalations

ODM Data Flow

Design Teams

FPDM Windchill

Customer Owned Flex Owned/Customer Revenue

Compliance Status

Yes

No

Supply Chain

Automated Portal/ Escalations

Warehouse

Shipping

Purchasing

All Parts Env Compliant

Part Lead Time

Receiving (Compliance Check)

Incoming Inspection

Engineering Shared Services Team
In addition to Hazardous Substance Data Declarations, Flextronics also offers management of verification services through SGS to provide independent validation of chemical substance compliance.

- Flextronics has strategic partnership with SGS
- SGS has 24 Laboratories WW, more than 1,000 specialists
- Broad coverage of Restricted Substances (RS)
- Compliance to all Substance Regulations
- Flextronics secured best in industry test pricing for RoHS, REACH SVHC, PVC, Phthalates, Halogens and other substances

Flextronics has relationship with a major lab with industry leading pricing leverageable for both suppliers and customers.
Flextronics Environmental Data Management Solution

Flextronics uses the IPC1752A XML industry standard protocol for 3 classes of environmental declarations (A, C, D).

Flextronics can provide data for customers using IPC1752 format or customize as customer requests.
FIREEYE, INC.
AMENDED AND RESTATED INVESTORS’ RIGHTS AGREEMENT

DECEMBER 27, 2012
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THIS AMENDED AND RESTATED INVESTORS’ RIGHTS AGREEMENT (the “Agreement”) is made as of December 27, 2012, by and among FireEye, Inc., a Delaware corporation (the “Company”), and the investors listed on Schedule A hereto, each of which is herein referred to as an “Investor” and collectively, the “Investors”.

RECITALS

WHEREAS, the Company and certain of the Investors (the “Existing Investors”) have previously entered into that certain Amended and Restated Investors’ Rights Agreement dated as of December 17, 2010, in connection with the sale of the Company’s Series E Preferred Stock, as amended on August 26, 2011 (the “Prior Rights Agreement”);

WHEREAS, the Company and certain of the Investors are parties to the Series F Preferred Stock Purchase Agreement of even date herewith (the “Series F Agreement”);

WHEREAS, in order to induce such Investors to purchase shares of Series F Preferred Stock and invest funds in the Company pursuant to the Series F Agreement, the Existing Investors and the Company have agreed to amend the Prior Rights Agreement;

WHEREAS, the Prior Rights Agreement provides that the Company and the holders of a majority of the outstanding shares of Registrable Securities (as such term is defined in the Prior Rights Agreement) may amend the provisions of the Prior Rights Agreement; and

WHEREAS, by its and their signature to this Agreement, the Company and the requisite holders of at least a majority of the outstanding shares of Registrable Securities needed to amend the Prior Rights Agreement do hereby consent to the amendment of the Prior Rights Agreement as set forth herein such that the provisions of this Agreement shall amend and replace in all respects the provisions of the Prior Rights Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Registration Rights. The Company covenants and agrees as follows:

1.1 Definitions. For purposes of this Agreement:

   (a) The term “Act” means the Securities Act of 1933, as amended.

   (b) The term “Form S-3” means such form under the Act as in effect on the date hereof or any registration form under the Act subsequently adopted by the SEC that permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

   (c) The term “Free Writing Prospectus” means a free writing prospectus, as defined in Rule 405.
(d) The term “Holder” means any person owning or having the right to acquire Registrable Securities or any assignee thereof in accordance with Section 1.11 hereof.

(e) The term “Initial Offering” means the Company’s first firm commitment underwritten public offering of its Common Stock under the Act.


(h) The terms “register,” “registered,” and “registration” refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Act, and the declaration or ordering of effectiveness of such registration statement or document.

(i) The term “Registrable Securities” means the Common Stock issuable or issued upon conversion and/or exercise of the (i) Preferred Stock held by the Investors, (ii) the warrants to purchase shares of the Company’s Series A-2 Preferred Stock issued to Gold Hill Venture Lending 03, LP and SVB Financial Group, (iii) the warrants to purchase shares the Company’s Series B Preferred Stock held by Gold Hill Venture Lending 03, LP and SVB Financial Group (SVB Financial Group and Gold Hill Venture Lending 03, LP are collectively referred to as the “Gold Hill Entities”), and (iv) the warrants to purchase shares of the Company’s Series D Preferred Stock issued to Silicon Valley Bank, (v) the warrants to purchase shares of the Company’s Series E Preferred Stock issued to Silicon Valley Bank, and (vi) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, the shares referenced in (i), (ii), (iii), (iv) or (v) above. Notwithstanding the foregoing, Registrable Securities shall not include any securities (x) sold by a person to the public either pursuant to a registration statement or Rule 144, (y) sold in a private transaction in which the transferor’s rights under Section 1 of this Agreement are not assigned or (z) held by a Holder (together with its affiliates and other Holders that share a common investment advisor with such Holder) if such Holder (together with its affiliates and other Holders that share a common investment advisor with such Holder) holds less than 1% of the Company's outstanding Common Stock (treating all shares of Preferred Stock on an as converted basis), the Company has completed the Initial Offering, and all shares of Common Stock of the Company issuable or issued upon conversion of the Shares held by and issuable to such Holder (and its affiliates) may then be sold pursuant to Rule 144 during the immediately subsequent ninety (90) day period.

(j) The number of shares of “Registrable Securities” outstanding shall be determined by the number of shares of Common Stock outstanding that are, and the number of shares of Common Stock issuable pursuant to then exercisable or convertible securities that are, Registrable Securities.
The term “Rule 144” shall mean Rule 144 under the Act.

The term “SEC” shall mean the Securities and Exchange Commission.

1.2 Request for Registration.

(a) Subject to the conditions of this Section 1.2, if the Company shall receive at any time after the date that is the earlier of (i) the second anniversary of the date hereof and (ii) six (6) months after the effective date of the Initial Offering, a written request from the Holders of thirty percent (30%) or more of the Registrable Securities then outstanding (for purposes of this Section 1.2, the “Initiating Holders”) that the Company file a registration statement under the Act covering the registration of Registrable Securities with an anticipated aggregate offering price of at least $15,000,000, then the Company shall, within twenty (20) days of the receipt thereof, give written notice of such request to all Holders, and subject to the limitations of this Section 1.2, use all commercially reasonable efforts to effect, as soon as practicable, the registration under the Act of all Registrable Securities that the Holders request to be registered in a written request received by the Company within twenty (20) days of the mailing of the Company’s notice pursuant to this Section 1.2(a).

(b) If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 1.2, and the Company shall include such information in the written notice referred to in Section 1.2(a). In such event the right of any Holder to include its Registrable Securities in such registration shall be conditioned upon such Holder’s participation in such underwriting and the inclusion of such Holder’s Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by a majority in interest of the Initiating Holders (which underwriter or underwriters shall be reasonably acceptable to the Company). Notwithstanding any other provision of this Section 1.2, if the underwriter advises the Company that marketing factors require a limitation on the number of securities underwritten (including Registrable Securities), then the Company shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Holders of such Registrable Securities pro rata based on the number of Registrable Securities held by all such Holders (including the Initiating Holders). In no event shall any Registrable Securities be excluded from such underwriting unless all other securities are first excluded. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) Notwithstanding the foregoing, the Company shall not be required to effect a registration pursuant to this Section 1.2:

(i) in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, unless the Company is already subject to service in such jurisdiction and except as may be required under the Act; or
(ii) after the Company has effected two (2) registrations pursuant to this Section 1.2, and such registrations have been declared or ordered effective; or

(iii) during the period starting with the date sixty (60) days prior to the Company’s good faith estimate of the date of the filing of and ending on a date one hundred eighty (180) days following the effective date of a Company-initiated registration subject to Section 1.3 below, provided that the Company is actively employing in good faith all commercially reasonable efforts to cause such registration statement to become effective; or

(iv) if the Initiating Holders propose to dispose of Registrable Securities that may be registered on Form S-3 pursuant to Section 1.4 hereof; or

(v) if the Company shall furnish to Holders requesting a registration statement pursuant to this Section 1.2 a certificate signed by the Company’s Chief Executive Officer or Chairman of the Board of Directors stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its stockholders for such registration statement to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders, provided that such right shall be exercised by the Company not more than once in any twelve (12)-month period and provided further that the Company shall not register any securities for the account of itself or any other stockholder during such ninety (90) day period (other than a registration relating solely to the sale of securities of participants in a Company stock plan, a registration relating to a corporate reorganization or transaction under Rule 145 of the Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, or a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered).

1.3 Company Registration.

(a) If (but without any obligation to do so) the Company proposes to register (including for this purpose a registration effected by the Company for stockholders other than the Holders) any of its stock or other securities under the Act in connection with the public offering of such securities (other than (i) a registration related to a demand pursuant to Section 1.2 or (ii) a registration relating solely to the sale of securities of participants in a Company stock plan, a registration relating to a corporate reorganization or transaction under Rule 145 of the Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, or a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered), the Company shall, at such time, promptly give each Holder written notice of such registration. Upon the written request of each Holder given within twenty (20) days after mailing of such notice by the Company in accordance with Section 3.5, the Company shall, subject to the provisions of Section 1.3(c), use all commercially reasonable efforts to cause to be registered under the Act all of the Registrable Securities that each such Holder requests to be registered.
(b) **Right to Terminate Registration.** The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 1.3 prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration. The expenses of such withdrawn registration shall be borne by the Company in accordance with Section 1.7 hereof.

(c) **Underwriting Requirements.** In connection with any offering involving an underwriting of shares of the Company’s capital stock, the Company shall not be required under this Section 1.3 to include any of the Holders’ securities in such underwriting unless they accept the terms of the underwriting as agreed upon between the Company and the underwriters selected by the Company (or by other persons entitled to select the underwriters) and enter into an underwriting agreement in customary form with such underwriters, and then only in such quantity as the underwriters determine in their sole discretion will not jeopardize the success of the offering by the Company. If the total amount of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the amount of securities sold other than by the Company that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, that the underwriters determine in their sole discretion will not jeopardize the success of the offering. In no event shall any Registrable Securities be excluded from such offering unless all other stockholders’ securities, other than securities included pursuant to that certain employment letter agreement between the Company and Ashar Aziz, dated as of November 26, 2012 (the “Letter Agreement”), have been first excluded. In the event that the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be apportioned to Ashar Aziz pursuant to the terms of the Letter Agreement, and then pro rata among the selling Holders based on the number of Registrable Securities held by all selling Holders or in such other proportions as shall mutually be agreed to by all such selling Holders. Notwithstanding the foregoing, in no event shall the amount of securities of the selling Holders included in the offering be reduced below twenty percent (20%) of the total amount of securities included in such offering, unless such offering is the Initial Offering, in which case the selling Holders may be excluded if the underwriters make the determination described above and no other stockholder’s securities are included in such offering. For purposes of the preceding sentence concerning apportionment, for any selling stockholder that is a Holder of Registrable Securities and that is a venture capital fund, partnership or corporation, the affiliated venture capital funds, partners, retired partners and stockholders of such Holder, or the estates and family members of any such partners and retired partners and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single “selling Holder,” and any pro rata reduction with respect to such “selling Holder” shall be based upon the aggregate amount of Registrable Securities owned by all such related entities and individuals.
1.4 Form S-3 Registration. In case the Company shall receive from the Holders of at least thirty percent (30%) of the Registrable Securities (for purposes of this Section 1.4, the “Initiating Holders”) a written request or requests that the Company effect a registration on Form S-3 and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Holder or Holders, the Company shall:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders; and

(b) use all commercially reasonable efforts to effect, as soon as practicable, such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders’ Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company, provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance, pursuant to this Section 1.4:

(i) if Form S-3 is not available for such offering by the Holders;

(ii) if the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public (net of any underwriters’ discounts or commissions) of less than $5,000,000;

(iii) if the Company shall furnish to Holders requesting a registration statement pursuant to this Section 1.4 a certificate signed by the Company’s Chief Executive Officer or Chairman of the Board of Directors stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its stockholders for such registration statement to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders, provided that such right shall be exercised by the Company not more than once in any twelve (12)-month period and provided further that the Company shall not register any securities for the account of itself or any other stockholder during such ninety (90) day period (other than a registration relating solely to the sale of securities of participants in a Company stock plan, a registration relating to a corporate reorganization or transaction under Rule 145 of the Act, a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities, or a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered);

(iv) if the Company has, within the twelve (12) month period preceding the date of such request, already effected one registration on Form S-3 for the Holders pursuant to this Section 1.4; or

(v) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.
If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 1.4 and the Company shall include such information in the written notice referred to in Section 1.4(a). The provisions of Section 1.2(b) shall be applicable to such request (with the substitution of Section 1.4 for references to Section 1.2).

Subject to the foregoing, the Company shall file a registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the request or requests of the Initiating Holders. Registrations effected pursuant to this Section 1.4 shall not be counted as requests for registration effected pursuant to Section 1.2.

1.5 **Obligations of the Company.** Whenever required under this Section 1 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use all commercially reasonable efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the Registration Statement has been completed;

(b) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Act with respect to the disposition of all securities covered by such registration statement;

(c) furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus and any Free Writing Prospectus, in conformity with the requirements of the Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) use all commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering;

(f) notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus or Free Writing Prospectus (to the extent prepared by or on behalf of the Company) relating thereto is required to be delivered under the Act of the happening of any event as a result of which the prospectus included in such
registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to prepare and file with the SEC an amendment to such prospectus or Free Writing Prospectus necessary to correct such misstatement and/or omission;

(g) cause all such Registrable Securities registered pursuant to this Section 1 to be listed on a national exchange or trading system and on each securities exchange and trading system on which similar securities issued by the Company are then listed; and

(h) provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

Notwithstanding the provisions of this Section 1, the Company shall be entitled to postpone or suspend, for a reasonable period of time, the filing, effectiveness or use of, or trading under, any registration statement if the Company shall determine that any such filing or the sale of any securities pursuant to such registration statement would in the good faith judgment of the Board of Directors of the Company:

(i) materially impede, delay or interfere with any material pending or proposed financing, acquisition, corporate reorganization or other similar transaction involving the Company for which the Board of Directors of the Company has authorized negotiations;

(ii) materially adversely impair the consummation of any pending or proposed material offering or sale of any class of securities by the Company; or

(iii) require disclosure of material nonpublic information that, if disclosed at such time, would be materially harmful to the interests of the Company and its stockholders; provided, however, that during any such period all executive officers and directors of the Company are also prohibited from selling securities of the Company (or any security of any of the Company’s subsidiaries or affiliates).

In the event of the suspension of effectiveness of any registration statement pursuant to this Section 1.5, the applicable time period during which such registration statement is to remain effective shall be extended by that number of days equal to the number of days the effectiveness of such registration statement was suspended.

1.6 Information from Holder. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 1 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be reasonably required to effect the registration of such Holder’s Registrable Securities.
1.7 Expenses of Registration. All expenses (other than underwriting discounts and commissions and stock transfer taxes applicable to the securities registered by the Holders) incurred in connection with registrations, filings or qualifications pursuant to Sections 1.2, 1.3 and 1.4, including (without limitation) all registration, filing and qualification fees, printers’ and accounting fees, fees and disbursements of counsel for the Company and the reasonable fees and disbursements of one counsel for the selling Holders shall be borne by the Company. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 1.2 or Section 1.4 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all participating Holders shall bear such expenses proportionately based on the number of Registrable Securities that were to be included in the withdrawn registration), unless, in the case of a registration requested under Section 1.2, the Holders of a majority of the Registrable Securities agree to forfeit their right to one demand registration pursuant to Section 1.2 and provided, however, that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness following disclosure by the Company of such material adverse change, then the Holders shall not be required to pay any of such expenses and shall retain their rights pursuant to Sections 1.2 and 1.4 (without any such forfeiture).

1.8 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 1.

1.9 Indemnification. In the event any Registrable Securities are included in a registration statement under this Section 1:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, the partners, officers, directors and stockholders of each Holder, legal counsel, accountants and investment advisors for each Holder, any underwriter (as defined in the Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Act or the 1934 Act, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the Act, the 1934 Act, any state securities laws or any rule or regulation promulgated under the Act, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a “Violation”): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus, final prospectus, or Free Writing Prospectus contained therein or any amendments or supplements thereto, any issuer information (as defined in Rule 433 of the Act) incident to such registration prepared by or on behalf of the Company or used or referred to by the Company, (ii) the omission or alleged omission to state in such registration statement a material fact required to be stated therein, or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Act, the 1934 Act, any state securities laws or any rule or regulation promulgated under the Act, the 1934 Act or any state securities laws, and the Company will reimburse each such Holder, underwriter, controlling person or other aforementioned person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the indemnity agreement contained in this subsection 1.9(a) shall not apply to amounts paid in settlement of...
any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation that occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, underwriter, controlling person or other aforementioned person.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Act, legal counsel and accountants for the Company, any underwriter, any other Holder selling securities in such registration statement and any controlling person of any such underwriter or other Holder, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject, under the Act, the 1934 Act, any state securities laws or any rule or regulation promulgated under the Act, the 1934 Act or any state securities laws, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any person intended to be indemnified pursuant to this subsection 1.9(b) for any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the indemnity agreement contained in this subsection 1.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld), and provided that in no event shall any indemnity under this subsection 1.9(b) when taken together with any contribution under subsection 1.9(d) exceed the net proceeds from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 1.9 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of liability to the indemnified party under this Section 1.9 to the extent of such prejudice, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 1.9.
(d) If the indemnification provided for in this Section 1.9 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations; provided, however, that (i) no contribution by any Holder, when combined with any amounts paid by such Holder pursuant to Section 1.9(b), shall exceed the net proceeds from the offering received by such Holder and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control, provided, however, that the failure of the underwriting agreement to provide for or address a matter provided for or addressed by the foregoing provisions shall not be a conflict between the underwriting agreement and the foregoing provisions.

(f) The obligations of the Company and Holders under this Section 1.9 shall survive the completion of any offering of Registrable Securities in a registration statement under this Section 1 and otherwise.

1.10 Reports Under the 1934 Act. With a view to making available to the Holders the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to:

(a) make and keep current public information available, as those terms are understood and defined in Rule 144, at all times after the effective date of the Initial Offering;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Act and the 1934 Act; and
furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the first registration statement filed by the Company), the Act and the 1934 Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to avail any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to such form.

1.11 Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities pursuant to this Section 1 may be assigned (but only with all related obligations) by a Holder to a transferee or assignee of such securities that (i) is a subsidiary, parent, partner, limited partner, retired partner, stockholder or affiliate of a Holder (including, in the case of a venture capital fund, another venture capital fund affiliated with or under common investment management with such fund), (ii) is a Holder’s family member or trust for the benefit of an individual Holder, or (iii) after such assignment or transfer, holds at least 50,000 shares of Registrable Securities (subject to appropriate adjustment for stock splits, stock dividends, combinations or the like), provided: (a) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; (b) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement, including, without limitation, the provisions of Section 1.13 below; and (c) such assignment shall be effective only if immediately following such transfer the further disposition of such securities by the transferee or assignee is restricted under the Act.

1.12 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities, enter into any agreement with any holder or prospective holder of any securities of the Company that would allow such holder or prospective holder (a) to include any of such securities in any registration filed under Section 1.2, Section 1.3 or Section 1.4 hereof, unless under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the amount of the Registrable Securities of the Holders that are included or (b) to demand registration of their securities. In addition, the Company shall not amend, modify, or waive this Agreement without the prior written consent of the Gold Hill Entities unless such amendment, modification or waiver affects the rights associated with the shares subject to the warrants held by the Gold Hill Entities (the “Gold Hill Shares”) in the same manner as such amendment, modification, or waiver affects the rights associated with all other shares in the same series and class as the Gold Hill Shares. In addition, the Company shall not amend, modify, or waive this Agreement without the prior written consent of Silicon Valley Bank unless such amendment, modification or waiver affects the rights associated with the shares subject to the warrants held by Silicon Valley Bank (the “Silicon Valley Bank Series E Shares”) in the same manner as such amendment, modification, or waiver affects the rights associated with all other shares in the same series and class as the Silicon Valley Bank Series E Shares.
1.13 “Market Stand-Off” Agreement.

(a) Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company’s Initial Offering and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days) (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock held immediately prior to the effectiveness of the Registration Statement for such offering, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash or otherwise. The foregoing provisions of this Section 1.13 shall apply only to the Company’s Initial Offering, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Holders if all officers, directors and greater than one percent (1%) stockholders of the Company enter into similar agreements. The underwriters in connection with the Company’s Initial Offering are intended third-party beneficiaries of this Section 1.13 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in the Company’s Initial Offering that are consistent with this Section 1.13 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply to all Holders subject to such agreements pro rata based on the number of shares subject to such agreements. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Registrable Securities of each Holder (and the shares or securities of every other person subject to the foregoing restriction) until the end of such period. To the extent that The Goldman Sachs Group, Inc. (the “GS Group”) or any of its affiliates becomes a party to this Agreement as a Holder, except for the restrictions and limitations applicable to such Registrable Securities set forth in this Section 1.13(a) above, none of the provisions in this Section 1.13(a) shall in any way limit the GS Group or any of its subsidiaries or affiliates from engaging in any brokerage, investment, advisory, financial advisory, anti-raid advisory, principaling, merger advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of their business. The Company acknowledges that the restrictions contained in Section 1.13(a) shall not apply to shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock that (i) are not Registrable Securities and (ii) are acquired by the GS Group or any of its subsidiaries or affiliates following the effective date of the first registration statement of the Company covering Common Stock (or other securities) to be sold on behalf of the Company in its Initial Offering.
(b) Each Holder agrees that a legend reading substantially as follows shall be placed on all certificates representing all Registrable Securities of each Holder (and the shares or securities of every other person subject to the restriction contained in this Section 1.13):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD AFTER THE EFFECTIVE DATE OF THE ISSUER’S REGISTRATION STATEMENT FILED UNDER THE ACT, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE ISSUER’S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES.

1.14 Termination of Registration Rights. No Holder shall be entitled to exercise any right provided for in this Section 1 after three (3) years following the consummation of the Qualified Public Offering, as that term is defined in the Company’s Certificate of Incorporation (as amended from time to time).

2. Covenants of the Company.

2.1 Delivery of Financial Statements. The Company shall, upon request, deliver to each Investor (or transferee of an Investor) that holds at least 250,000 shares of Registrable Securities (subject to appropriate adjustment for stock splits, stock dividends, combinations or the like) (a “Major Investor”):

(a) as soon as practicable, but in any event within ninety (90) days after the end of each fiscal year of the Company, an income statement for such fiscal year, a balance sheet of the Company and statement of stockholders’ equity as of the end of such year, and a statement of cash flows for such year, such year-end financial reports to be in reasonable detail, prepared in accordance with generally accepted accounting principles (“GAAP”), and audited and certified by independent public accountants of nationally recognized standing selected by the Company;

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, an unaudited income statement, statement of cash flows for such fiscal quarter and an unaudited balance sheet as of the end of such fiscal quarter,

(c) within thirty (30) days of the end of each month, an unaudited income statement and statement of cash flows and balance sheet for and as of the end of such month, in reasonable detail;

(d) as soon as practicable, but in any event at least thirty (30) days prior to the end of each fiscal year, a budget and business plan for the next fiscal year, prepared on a monthly basis, including balance sheets, income statements and statements of cash flows for such months and, as soon as prepared, any other budgets or revised budgets prepared by the Company;

(e) with respect to the financial statements called for in subsections (b) and (c) of this Section 2.1, an instrument executed by the Chief Financial Officer or Chief Executive Officer of the Company certifying that such financials fairly present the financial condition of the Company and its results of operation for the period specified, subject to year-end audit adjustment; and
as soon as possible, to the extent requested by a Major Investor, a report comparing each annual budget to such financial statements and such other information relating to the financial condition, business or corporate affairs of the Company as the Major Investor may from time to time request; provided, however, that the Company shall not be obligated under this subsection (f) or any other subsection of Section 2.1 to provide information that it deems in good faith to be a trade secret or similar confidential information.

2.2 Inspection. The Company shall permit each Major Investor, at such Major Investor’s expense, to visit and inspect the Company’s properties, to examine its books of account and records and to discuss the Company’s affairs, finances and accounts with its officers, all at such reasonable times as may be requested by the Major Investor; provided, however, that the Company shall not be obligated pursuant to this Section 2.2 to provide access to any information that it reasonably considers to be a trade secret or similar confidential information.

2.3 Termination of Information and Inspection Covenants. The covenants set forth in Sections 2.1 and 2.2 shall terminate and be of no further force or effect upon the earlier to occur of (a) the consummation of the Initial Offering, (b) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the 1934 Act, whichever event shall first occur, or (c) the consummation of a Liquidation Event, as that term is defined in the Company’s Certificate of Incorporation (as amended from time to time).

2.4 Right of First Offer. Subject to the terms and conditions specified in this Section 2.4, the Company hereby grants to each Major Investor a right of first offer with respect to future sales by the Company of its Shares (as hereinafter defined). For purposes of this Section 2.4, the term “Major Investor” includes any general partners and affiliates of a Major Investor. A Major Investor shall be entitled to apportion the right of first offer hereby granted to it among itself and its partners and affiliates in such proportions as it deems appropriate.

Each time the Company proposes to offer any shares of, or securities convertible into or exchangeable or exercisable for any shares of, its capital stock (“Shares”), the Company shall first make an offering of such Shares to each Major Investor in accordance with the following provisions:

(a) The Company shall deliver a notice in accordance with Section 3.5 (“Notice”) to the Major Investors stating (i) its bona fide intention to offer such Shares, (ii) the number of such Shares to be offered, and (iii) the price and terms upon which it proposes to offer such Shares.

(b) By written notification received by the Company within twenty (20) calendar days after the giving of Notice, each Major Investor may elect to purchase, at the price and on the terms specified in the Notice, up to that portion of such Shares that equals the proportion that the number of shares of Common Stock that are Registrable Securities issued and held by such Major Investor (assuming full conversion and exercise of all convertible and
exercisable securities then outstanding) bears to the total number of shares of Common Stock of the Company then outstanding (assuming full conversion and exercise of all convertible and exercisable securities then outstanding). The Company shall promptly, in writing, inform each Major Investor that elects to purchase all the shares available to it (a “Fully-Exercising Investor”) of any other Major Investor’s failure to do likewise. During the ten (10) day period commencing after such information is given, each Fully-Exercising Investor may elect to purchase that portion of the Shares for which Major Investors were entitled to subscribe, but which were not subscribed for by the Major Investors, that is equal to the proportion that the number of shares of Registrable Securities issued and held by such Fully-Exercising Investor bears to the total number of shares of Registrable Securities then held, by all Fully-Exercising Investors who wish to purchase some of the unsubscribed shares.

(c) If all Shares that Major Investors are entitled to obtain pursuant to subsection 2.4(b) are not elected to be obtained as provided in subsection 2.4(b) hereof, the Company may, during the ninety (90) day period following the expiration of the period provided in subsection 2.4(b) hereof, offer the remaining unsubscribed portion of such Shares to any person or persons at a price not less than that, and upon terms no more favorable to the offeree than those, specified in the Notice. If the Company does not enter into an agreement for the sale of the Shares within such period, or if such agreement is not consummated within sixty (60) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Shares shall not be offered unless first reoffered to the Major Investors in accordance herewith.

(d) The right of first offer in this Section 2.4 shall not be applicable to (i) the issuance or sale of shares of Common Stock (or options therefor) to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to plans or agreements approved by the Company’s Board of Directors or the Compensation Committee of the Board of Directors; (ii) the issuance of securities pursuant to a bona fide, firmly underwritten public offering of shares of Common Stock registered under the Act, (iii) the issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities, (iv) the issuance of securities in connection with a bona fide business acquisition of or by the Company, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise, (v) the issuance and sale of Series F Preferred Stock pursuant to the Series F Agreement, (vi) the issuance of stock, warrants or other securities or rights to persons or entities with which the Company has business relationships, provided such issuances are primarily for other than equity financing purposes or (vii) the issuance of securities that, with unanimous approval of the Company’s Board of Directors, are not offered to any existing stockholder of the Company. In addition to the foregoing, the right of first offer in this Section 2.4 shall not be applicable with respect to any Major Investor in any subsequent offering of Shares if (i) at the time of such offering, the Major Investor is not an “accredited investor,” as that term is then defined in Rule 501(a) of the Act, and (ii) such offering of Shares is otherwise being offered only to accredited investors.

(e) The rights provided in this Section 2.4 may not be assigned or transferred by any Major Investor; provided, however, that a Major Investor that is a venture capital fund or institutional investor may assign or transfer such rights to an affiliated venture capital fund or institutional investor, as applicable, or a venture capital fund under common investment management.
The covenants set forth in this Section 2.4 shall terminate and be of no further force or effect upon the consummation of (i) a Qualified Public Offering, as that term is defined in the Company’s Certificate of Incorporation (as amended from time to time) or (ii) a Liquidation Event, as that term is defined in the Company’s Certificate of Incorporation (as amended from time to time).

2.5 **Employee Agreements.** Unless approved by the Board of Directors of the Company, all future employees of the Company who shall purchase, or receive options to purchase, shares of the Company’s Common Stock following the date hereof shall be required to execute stock purchase or option agreements providing for (a) vesting of shares over a four-year period with the first 25% of such shares vesting following twelve (12) months of continued employment or services, and the remaining shares vesting in equal monthly installments over the following 36 months thereafter and (b) a lockup period of at least one hundred eighty (180) days in connection with the Company’s Initial Offering. The Company shall retain a right of first refusal on transfers until the Company’s Initial Offering and the right to repurchase unvested shares at cost. The Company shall not enter into any other agreements providing for acceleration of vesting in connection with a change in control without the approval of the Board of Directors.

2.6 **Directors’ and Officers’ Insurance.** The Company shall continue to maintain in full force and effect directors’ and officers’ liability insurance, in an amount and form as determined by the Board of Directors.

2.7 **Confidentiality of Silicon Valley BancVentures, L.P. and SVB Capital Partners II, L.P. Investment.** Without the prior written consent of Silicon Valley BancVentures, L.P. (“SVBV”) and SVB Capital Partners II, L.P. (“SVB Capital”), the Company and each of the parties hereto agree (a) to keep confidential and not disclose to third parties the terms of the Series B Convertible Preferred Stock Financing Term Sheet dated May 15, 2006, by and between SVB Capital and the Company or the terms and conditions of SVBV and SVB Capital’s purchase of the Company’s Series B Preferred Stock to any third party, other than employees of the Company, members of the Company’s Board of Directors, investors or prospective investors in the Company and their attorneys, underwriters or prospective underwriters of the Initial Offering and their attorneys, or the Company’s accountants and attorneys (the “Information”); and (b) not to use SVBV’s or SVB Capital’s name in any manner, context, or format (including reference on or links to SVBV or SVB Capital’s websites or press releases; provided, however, that the Company and Investors may disclose the Information, (i) in connection with debt and equity financings of the Company to bona fide potential investors or financiers as part of their due diligence, (ii) in connection with the Initial Offering to underwriters as part of their due diligence, (iii) in the event of a Liquidation Event (as defined in the Company’s Restated Certificate of Incorporation) and in connection with the Company’s strategic relationships, for purposes of due diligence production in connection with the foregoing, (iv) if required to be disclosed by the Company or Investor pursuant to law or by a court of competent jurisdiction, pursuant to the requirements of a stock exchange or other governmental or regulatory body or to obtain tax or other clearances or consent from any relevant authority and (v) to the Company’s or Investor’s employees or agents having a need to know the contents of the Information and the Company’s and Investor’s attorneys and accountants.
2.8 **Corporate Opportunities; Confidentiality.** The Company acknowledges that the Investors and their affiliates, members, equity holders, director representatives, partners, employees, agents and other related persons are engaged in the business of investing in private and public companies in a wide range of industries, including the industry segment in which the Company operates (the “Company Industry Segment”). Accordingly, the Company and the Investors acknowledge and agree that a Covered Person (as defined below) shall:

(a) have no duty to the Company to refrain from participating as a director, investor or otherwise with respect to any company or other person or entity that is engaged in the Company Industry Segment or is otherwise competitive with the Company, and

(b) in connection with making investment decisions, to the fullest extent permitted by law, have no obligation of confidentiality or other duty to the Company to refrain from using any information, including, but not limited to, market trend and market data, which comes into such Covered Person’s possession, whether as a director, investor or otherwise (the “Information Waiver”), provided that the Information Waiver shall not apply, and therefore such Covered Person shall be subject to such obligations and duties as would otherwise apply to such Covered Person under applicable law, if the information at issue (i) constitutes material non-public information concerning the Company, or (ii) is covered by a contractual obligation of confidentiality to which the Company is subject.

Notwithstanding anything in this Section 2.8 to the contrary, nothing herein shall be construed as a waiver of any Covered Person’s duty of loyalty or obligation of confidentiality with respect to the disclosure of confidential information of the Company. For the purposes of this Section 2.8, “Covered Persons” shall have the meaning set forth in the Company’s Restated Certificate of Incorporation (as amended from time to time).

2.9 **Banking Restriction.** For so long as any fund of Sequoia Capital beneficially owns any shares of the Company’s capital stock, the Company shall not enter into any banking or nonbanking transaction with Green Dot Corporation or any of its subsidiaries (Next Estate Communications and Bonneville Bancorp) without the prior written consent of Sequoia Capital.

3. **Miscellaneous.**

3.1 to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any shares of Registrable Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

3.2 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.
3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.4 **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.5 **Notices.** All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the addresses set forth on the signature pages attached hereto (or at such other addresses as shall be specified by notice given in accordance with this Section 3.5) with a copy to Aaron Alter and Jon Avina, Wilson Sonsini Goodrich & Rosati, Professional Corporation, 650 Page Mill Road, Palo Alto, CA 94304.

3.6 **Expenses.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

3.7 **Entire Agreement; Amendments and Waivers.** This Agreement (including the Exhibits hereto, if any) constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. Subject to Section 1.12, any term of this Agreement (other than Section 2.1, Section 2.2, Section 2.3 and Section 2.4) may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the holders of a majority of the Registrable Securities. The provisions of Section 2.1, Section 2.2, Section 2.3 and Section 2.4 may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the holders of a majority of the Registrable Securities that are held by Major Investors. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any Registrable Securities, each future holder of all such Registrable Securities, and the Company.

3.8 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

3.9 **Aggregation of Stock.** All shares of Registrable Securities held or acquired by affiliated entities (including affiliated venture capital funds or venture capital funds or other entities under common investment management) or persons sharing a common investment advisor shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.
3.10 **Additional Investors.** Notwithstanding Section 3.7, no consent shall be necessary to add additional Investors as signatories to this Agreement, provided that such Investors have purchased shares of Series F Preferred Stock pursuant to the Series F Agreement in a Subsequent Closing (as defined in the Series F Agreement).

3.11 **Amendment and Restatement of Prior Rights Agreement.** Upon the effectiveness of this Agreement, the Prior Rights Agreement shall be amended and restated as set forth herein and be of no further force and effect, and shall be superseded and replaced in its entirety by this Agreement.

[Remainder of page left intentionally blank. Signature page follows.]
IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors’ Rights Agreement as of the date first above written.

FIREYE, INC.
a Delaware corporation

By:  /s/ David G. DeWalt
     David DeWalt, Chief Executive Officer

Address:  1440 McCarthy Blvd.
           Milpitas, CA 95035

SIGNATURE PAGE TO FIREYE, INC. AMENDED AND RESTATED INVESTORS’ RIGHTS AGREEMENT
IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors’ Rights Agreement as of the date first above written.

INVESTOR

NORWEST VENTURE PARTNERS IX, LP
By: Genesis VC Partners IX, LLC, General Partner
By: /s/ Promod Haque

NORWEST VENTURE PARTNERS VIII, LP
By: Itasca VC Partners VIII, LLP, General Partner
By: /s/ Promod Haque

Address: 525 University Avenue, Suite 800
Palo Alto, CA 94301

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first above written.

INVESTOR

Sequoia Capital XI
Sequoia Technology Partners XI
Sequoia Capital XI Principals Fund

By: SC XI Management, LLC
    A Delaware Limited Liability Company
    General Partner of Each

By: /s/ Illegible
    Managing Member

Address: Sequoia Capital
         3000 Sand Hill Road
         Bldg. 4, Suite 180
         Menlo Park, CA 94025

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INVESTOR

SVB FINANCIAL GROUP

By: /s/ Michael Kruse
Name: Michael Kruse
Title: Authorized Signatory

SVB CAPITAL PARTNERS II, L.P.
By: SVB CAPITAL PARTNERS II, LLC,
Its: General Partner

By: /s/ Sulu Mamdani
Name: Sulu Mamdani
Title: Managing Director

SILICON VALLEY BANCVENTURES, L.P.
By: SILICON VALLEY BANCVENTURES, INC.,
Its: General Partner

By: /s/ Sulu Mamdani
Name: Sulu Mamdani
Title: Managing Director

Address: 2770 Sand Hill Road
Menlo Park, CA 94025

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INVESTOR

GOLD HILL VENTURE LENDING 03, LP,
as LENDER

By: Gold Hill Venture Lending Partners 03, LLC, its General Partner

By: /s/ Glenn Marasigan
Name: Glenn Marasigan
Title: Associate Gold Hill Capital

Address: One Almaden Blvd., Suite 630
San Jose, CA 95113

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INVESTOR

ALAMEDA ALPHA, LLC

By: /s/ Gaurav Garg
    Name: Gaurav Garg
    Title: General Partner

Address: __________________________________________

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INVESTOR

ENTREPRENEURS CAPITAL FUND IX, LP
By: Vilicus Ventures, LLC, General Partner

By: /s/ Jon P. Otterstatter
    Name: Jon P. Otterstatter
    Title: Managing Partner

ENTREPRENEURS CAPITAL FUND VIII, LP
By: Vilicus Ventures, LLC, General Partner

By: /s/ Jon P. Otterstatter
    Name: Jon P. Otterstatter
    Title: Managing Partner

Address: 10 South 5th Street, Suite 888
        Minneapolis, MN 55402

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INVESTOR

JAFCO TECHNOLOGY PARTNERS, L.P.

By: /s/ Joseph Horowitz
Name: Joseph Horowitz
Title: Managing Director

JAFCO TECHNOLOGY PARTNERS II, L.P.

By: /s/ Joseph Horowitz
Name: Joseph Horowitz
Title: Managing Director
JTP Management Associates II, L.L.C.
Its General Partner

505 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Fax: (650) 463-8801
Attn: Takenori Sanami
Email: takenori@jafco.com

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INVESTOR

DAG VENTURES III-QP, L.P.
By: DAG Ventures Management III, LLC, its General Partner

By: /s/ Nicholas K. Pianim
Nicholas K. Pianim, Managing Director

DAG VENTURES III, L.P.
By: DAG Ventures Management III, LLC, its General Partner

By: /s/ Nicholas K. Pianim
Nicholas K. Pianim, Managing Director

DAG VENTURES GP FUND III, LLC
By: DAG Ventures Management III, LLC, its Managing Member

By: /s/ Nicholas K. Pianim
Nicholas K. Pianim, Managing Director

DAG VENTURES III-A, LLC
By: DAG Ventures Management III, LLC, its Managing Member

By: /s/ Nicholas K. Pianim
Nicholas K. Pianim, Managing Director

Address: 251 Lytton Avenue, Suite 200
Palo Alto, CA 94301

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INVESTOR

JUNIPER NETWORKS, INC.

By: /s/ Mitchell Gaynor
   Name: Mitchell Gaynor
   Title: EVP, General Counsel and Secretary

Address: Attn: General Counsel
         1194 North Mathilda Avenue
         Sunnyvale, California 94089-1206 USA

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INVESTOR

FOUR RIVERS PARTNERS II, L.P.

By: FSL CAPITAL II, LLC
Its: General Partner

By: /s/ Farouk Ladha
Farouk Ladha, Managing Member

Address: 180 Pacific Ave.
San Francisco, CA 94111
Attn: Farouk Ladha, Managing Partner

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INVESTOR

Bay Pond Investors (Bermuda) L.P.

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
    Gregory S. Konzal
    Vice President and Counsel

Address: Wellington Management Company, LLP
         ATTN: Steven M. Hoffman
         280 Congress Street
         Boston, Massachusetts 02210

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INVESTOR

Bay Pond Partners, L.P.

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal

Gregory S. Konzal
Vice President and Counsel

Address: Wellington Management Company, LLP
ATTN: Steven M. Hoffman
280 Congress Street
Boston, Massachusetts 02210

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INVESTOR

Greatlink Global Technology Fund

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
Gregory S. Konzal
Vice President and Counsel

Address: Wellington Management Company, LLP
ATTN: Steven M. Hoffman
280 Congress Street
Boston, Massachusetts 02210

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INVESTOR

Hartford Global Research HLS Fund

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
   Gregory S. Konzal
   Vice President and Counsel

Address: Wellington Management Company, LLP
         ATTN: Steven M. Hoffman
         280 Congress Street
         Boston, Massachusetts 02210

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**INVESTOR**

**Ithan Creek Master Investment Partnership (Cayman) II, L.P.**

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
Gregory S. Konzal
Vice President and Counsel

Address: Wellington Management Company, LLP
ATTN: Steven M. Hoffman
280 Congress Street
Boston, Massachusetts 02210

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INVESTOR

Ithan Creek Master Investors (Cayman) L.P.

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
Gregory S. Konzal
Vice President and Counsel

Address: Wellington Management Company, LLP
ATTN: Steven M. Hoffman
280 Congress Street
Boston, Massachusetts 02210

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INVESTOR

**J. Caird Investors (Bermuda) L.P.**

By: Wellington Management Company, LLP as investment adviser

By: /s/ Gregory S. Konzal
    ________________________________
    Gregory S. Konzal
    Vice President and Counsel

Address: Wellington Management Company, LLP
ATTN: Steven M. Hoffman
280 Congress Street
Boston, Massachusetts 02210

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INVESTOR

J. Caird Partners, L.P.

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
Gregory S. Konzal
Vice President and Counsel

Address: Wellington Management Company, LLP
ATTN: Steven M. Hoffman
280 Congress Street
Boston, Massachusetts 02210

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INVESTOR

Quisset Investors (Bermuda) L.P.

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
    Gregory S. Konzal
    Vice President and Counsel

Address: Wellington Management Company, LLP
        ATTN: Steven M. Hoffman
        280 Congress Street
        Boston, Massachusetts 02210

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INVESTOR

Quisset Partners, L.P.

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
Gregory S. Konzal
Vice President and Counsel

Address: Wellington Management Company, LLP
ATTN: Steven M. Hoffman
280 Congress Street
Boston, Massachusetts 02210

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INVESTOR

Science & Technology Fund

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
Gregory S. Konzal
Vice President and Counsel

Address: Wellington Management Company, LLP
ATTN: Steven M. Hoffman
280 Congress Street
Boston, Massachusetts 02210

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INVESTOR

The Hartford Global Research Fund

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal
    Gregory S. Konzal
    Vice President and Counsel

Address: Wellington Management Company, LLP
        ATTN: Steven M. Hoffman
        280 Congress Street
        Boston, Massachusetts 02210

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**INVESTOR**

**USAA Science & Technology Fund**

By: Wellington Management Company, LLP, as investment adviser

By: /s/ Gregory S. Konzal  
Gregory S. Konzal  
Vice President and Counsel

Address: Wellington Management Company, LLP  
ATTN: Steven M. Hoffman  
280 Congress Street  
Boston, Massachusetts 02210

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INVESTOR

GS Direct, L.L.C.

By: /s/ George C. Lee I
George C. Lee I
Vice President

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SCHEDULE A
Schedule of Investors

SVB Capital Partners II, L.P.
Silicon Valley Bancventures, L.P.
Silicon Valley Bank
SVB Financial Group
Gold Hill Venture Lending ‘03, LP
Sequoia Capital XI
Sequoia Technology Partners XI
Sequoia Capital XI Principals Fund
Guarav Garg and Komal Shah, Trustees of the Garg/Shah GRAT Number One
Guarav Garg and Komal Shah, Trustees of the Garg/Shah GRAT Number Two
Alameda Alpha, LLC
Norwest Venture Partners IX, LP
Norwest Venture Partners VIII, LP
Entrepreneurs Capital Fund IX, LP
Entrepreneurs Capital Fund VIII, LP
C&F Investment Partners
CLEF, LP
JAFCO Technology Partners, L.P.
JAFCO Technology Partners II, L.P.
DAG Ventures III-QP, L.P.
DAG Ventures III, L.P.
DAG Ventures GP Fund III, LLC
DAG Ventures III-A, L.L.C.
G&H Partners
Janier Networks, Inc.
In-Q-Tel, Inc.
Hilltop Family Partnership
Four Rivers Partners II, L.P.
J. Caird Partners, L.P.
J. Caird Investors (Bermuda) L.P.
Science & Technology Fund¹
Greatlink Global Technology Fund²
The Hartford Global Research Fund³
Hartford Global Research HLS Fund⁴
USAA Science & Technology Fund⁵

¹ HANDRAIL + CO is nominee.
² Hare & Co is nominee.
³ Chase Nominees Ltd. is nominee.
⁴ Chase Nominees Ltd. is nominee.
⁵ WINDSAIL & CO is nominee.
Ithan Creek Master Investment Partnership (Cayman) II, L.P.
Bay Pond Partners, L.P.
Bay Pond Investors (Bermuda) L.P.
Ithan Creek Master Investors (Cayman) L.P.
Quissett Partners, L.P.
Quissett Investors (Bermuda) L.P.
GS Direct, L.L.C.
THIS WARRANT AND THE SHARES ISSUABLE HERUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

WARRANT TO PURCHASE STOCK

Company: NetForts, Inc., a Delaware corporation
Number of Shares: The Initial Shares plus the Additional Shares
Class of Stock: Series A-2 Preferred
Wan-ant Price: $0.61 per share
Issue Date: August 15, 2005
Expiration Date: The 10th anniversary after the Issue Date

THIS WARRANT CERTIFIES THAT, for the agreed upon value of $1.00 and for other good and valuable consideration, including, without limitation, the mutual promises contained in that certain Loan and Security Agreement of even date herewith entered into by and among NETFORTS, INC. (the “Company”), the Gold Hill Lenders named therein and SILICON VALLEY BANK (the “Holder”), Holder is entitled to purchase the number of fully paid and non-assessable shares of the class of securities (the “Shares”) of the company (the “Company”) at the Warrant Price, all as set forth above and as adjusted pursuant to Article 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

As used herein:

“Shares” means the Initial Shares plus the Additional Shares.

“Initial Shares” means that number of shares equal to Eighty Thousand Dollars ($80,000) divided by the Wan-ant Price, multiplied by 0.3125.

“Additional Shares” means a cumulative, aggregate number of additional shares equal to (i) 1.75% of each Growth Capital Advance and Equipment Advance (as such terms are defined in the Loan Agreement), multiplied by (ii) 0.3125, and divided by (iii) the Warrant Price. This Warrant shall become exercisable for the Additional Shares, if at all, only upon the making by the Lenders (as defined in the Loan Agreement) of a Growth Capital Advance or Equipment Advance.

ARTICLE 1. EXERCISE.

1.1. Method of Exercise. Holder may exercise this Warrant by delivering a duly executed Notice of Exercise in substantially the form attached as Appendix 1 to the principal office of the Company. Unless Holder is exercising the conversion right set forth in Article 1.2, Holder shall also deliver to the Company a check, wire transfer (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.
1.2. **Conversion Right.** In lieu of exercising this Warrant as specified in Article 1.1, Holder may from time to time convert this Warrant, in whole or in part, into a number of Shares determined by dividing (a) the aggregate fair market value of the Shares or other securities otherwise issuable upon exercise of this Warrant minus the aggregate Warrant Price of such Shares by (b) the fair market value of one Share. The fair market value of the Shares shall be determined pursuant to Article 1.3.

1.3. **Fair Market Value.** If the Company’s common stock is traded in a public market and the Shares are common stock, the fair market value of each Share shall be the closing price of a Share reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the “price to public” per share price specified in the final prospectus relating to such offering). If the Company’s common stock is traded in a public market and the Shares are preferred stock, the fair market value of a Share shall be the closing price of a share of the Company’s common stock reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or, in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the initial “price to public” per share price specified in the final prospectus relating to such offering), in both cases, multiplied by the number of shares of the Company’s common stock into which a Share is convertible. If the Company’s common stock is not traded in a public market, the Board of Directors of the Company shall determine fair market value in its reasonable good faith judgment.

1.4. **Delivery of Certificate and New Warrant.** Promptly after Holder exercises or converts this Warrant and, if applicable, the Company receives payment of the aggregate Warrant Price, the Company shall deliver to Holder certificates for the Shares acquired and, if this Warrant has not been fully exercised or converted and has not expired, a new Warrant representing the Shares not so acquired.

1.5. **Replacement of Warrants.** On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of mutilation on surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor.

1.6. **Treatment of Warrant Upon Acquisition of Company.**

1.6.1. **“Acquisition.”** For the purpose of this Warrant, “Acquisition” means any sale, license, or other disposition of all or substantially all of the assets of the Company, or any reorganization, consolidation, or merger of the Company where the holders of the Company’s securities before the transaction beneficially own less than 50% of the outstanding voting securities of the surviving entity after the transaction.
1.6.2. Treatment of Warrant at Acquisition.

A) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is not an asset sale and in which the sole consideration is cash, either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will expire upon the consummation of such Acquisition. The Company shall provide the Holder with written notice of its request relating to the foregoing (together with such reasonable information as the Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

B) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is an “arms length” sale of all or substantially all of the Company’s assets (and only its assets) to a third party that is not an Affiliate (as defined below) of the Company (a “True Asset Sale”), either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will continue until the Expiration Date if the Company continues as a going concern following the closing of any such True Asset Sale. The Company shall provide the Holder with written notice of its request relating to the foregoing (together with such reasonable information as the Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

C) Upon the closing of any Acquisition other than those particularly described in subsections (A) and (B) above, the successor entity shall assume the obligations of this Warrant, and this Warrant shall be exercisable for the same securities, cash, and property as would be payable for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on the record date for the Acquisition and subsequent closing. The Warrant Price and/or number of Shares shall be adjusted accordingly.

As used herein “Affiliate” shall mean any person or entity that owns or controls directly or indirectly ten (10) percent or more of the stock of Company, any person or entity that controls or is controlled by or is under common control with such persons or entities, and each of such person’s or entity’s officers, directors, joint venturers or partners, as applicable.

ARTICLE 2. ADJUSTMENTS TO THE SHARES.

2.1. Stock Dividends, Splits, Etc. If the Company declares or pays a dividend on the Shares payable in common stock, or other securities, then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without cost to Holder, the total number and kind of securities to which Holder would have been entitled had Holder owned the Shares of record as of the date the dividend occurred. If the Company subdivides the Shares by reclassification or otherwise into a greater number of shares or takes any other action which increase the amount of stock into which the Shares are convertible, the number of shares purchasable hereunder shall be proportionately increased and the
Warrant Price shall be proportionately decreased. If the outstanding shares are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2. **Reclassification, Exchange, Combinations or Substitution.** Upon any reclassification, exchange, substitution, or other event that results in a change of the number and/or class of the securities issuable upon exercise or conversion of this Warrant, Holder shall be entitled to receive, upon exercise or conversion of this Warrant, the number and kind of securities and property that Holder would have received for the Shares if this Warrant had been exercised immediately before such reclassification, exchange, substitution, or other event. Such an event shall include any automatic conversion of the outstanding or issuable securities of the Company of the same class or series as the Shares to common stock pursuant to the terms of the Company’s Articles or Certificate (as applicable) of Incorporation upon the closing of a registered public offering of the Company’s common stock. The Company or its successor shall promptly issue to Holder an amendment to this Warrant setting forth the number and kind of such new securities or other property issuable upon exercise or conversion of this Warrant as a result of such reclassification, exchange, substitution or other event that results in a change of the number and/or class of securities issuable upon exercise or conversion of this Warrant. The amendment to this Warrant shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 2 including, without limitation, adjustments to the Warrant Price and to the number of securities or property issuable upon exercise of the new Warrant. The provisions of this Article 2.2 shall similarly apply to successive reclassifications, exchanges, substitutions, or other events.

2.3. **Adjustments for Diluting Issuances.** The Warrant Price and the number of Shares issuable upon exercise of this Warrant or, if the Shares are preferred stock, the number of shares of common stock issuable upon conversion of the Shares, shall be subject to adjustment, from time to time in the manner set forth in the Company’s Articles or Certificate of Incorporation as if the Shares were issued and outstanding on and as of the date of any such required adjustment. The provisions set forth for the Shares in the Company’s Articles or Certificate (as applicable) of Incorporation relating to the above in effect as of the Issue Date may not be amended, modified or waived, without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to the Holder.

2.4. **No Impairment.** The Company shall not, by amendment of its Articles or Certificate (as applicable) of Incorporation or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in carrying out of all the provisions of this Article 2 and in taking all such action as may be necessary or appropriate to protect Holder’s rights under this Article against impairment.
2.5. **Fractional Shares.** No fractional Shares shall be issuable upon exercise or conversion of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional share interest arises upon any exercise or conversion of the Warrant, the Company shall eliminate such fractional share interest by paying Holder the amount computed by multiplying the fractional interest by the fair market value of a full Share.

2.6. **Certificate as to Adjustments.** Upon each adjustment of the Warrant Price, the Company shall promptly notify Holder in writing, and, at the Company’s expense, promptly compute such adjustment, and furnish Holder with a certificate of its Chief Financial Officer setting forth such adjustment and the facts upon which such adjustment is based. The Company shall, upon written request, furnish Holder a certificate setting forth the Warrant Price in effect upon the date thereof and the series of adjustments leading to such Warrant Price.

**ARTICLE 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.**

3.1. **Representations and Warranties.** The Company represents and warrants to the Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than the price per share at which the Shares were last issued in an arms-length transaction in which at least $500,000 of the Shares were sold.

(b) All Shares which may be issued upon the exercise of the purchase right represented by this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and nonassessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

(c) The Company further covenants and agrees that, during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved for the purpose of issue or transfer upon exercise of the subscription rights evidenced by this Warrant, a sufficient number of Shares of authorized but unissued stock, or other securities and property, when and as required to provide for the exercise of the rights represented by this Warrant.

(d) The capitalization table provided to Holder immediately prior to the Issue Date remains true and complete as of the Issue Date.

3.2. **Notice of Certain Events.** If the Company proposes at any time (a) to declare any dividend or distribution upon any of its stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; (b) to offer for sale any shares of the Company’s capital stock (or other securities convertible into such capital stock), other than (i) pursuant to the Company’s stock option or other compensatory plans, (ii) in connection with commercial credit arrangements or equipment financings, or (iii) in connection with strategic transactions for purposes other than capital raising; (c) to effect any reclassification or recapitalization of any of its stock; (d) to merge or consolidate with or into any other corporation, or sell, lease, license, or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; or (e) offer holders of registration rights the
opportunity to participate in an underwritten public offering of the Company’s securities for cash, then, in connection with each such event, the Company shall give Holder: (1) at least 10 days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of common stock will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (a) and (b) above; (2) in the case of the matters referred to in (c) and (d) above at least 10 days prior written notice of the date when the same will take place (and specifying the date on which the holders of common stock will be entitled to exchange their common stock for securities or other property deliverable upon the occurrence of such event); and (3) in the case of the matter referred to in (e) above, the same notice as is given to the holders of such registration rights.

3.3. Registration Under Securities Act of 1933, as amended; Market Stand-Off. The Company agrees that the Shares or, if the Shares are convertible into common stock of the Company, such common stock, shall have certain incidental, or “Piggyback,” registration rights and S-3 registration rights pursuant to and as set forth in the Company’s Investor Rights Agreement or similar agreement and Holder hereby agrees to be bound by all of the provisions of said agreement relating to such registration rights and to be bound by the “market stand-off” provisions of said agreement with respect to the sale of securities for up to 180 days following the Company’s initial public offering. The provisions set forth in the Company’s Investors’ Right Agreement or similar agreement relating to the above in effect as of the Issue Date may not be amended, modified or waived without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification, or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to the Holder.

3.4. No Shareholder Rights. Except as provided in this Warrant, the Holder will not have any rights as a shareholder of the Company until the exercise of this Warrant.

ARTICLE 4. REPRESENTATIONS, WARRANTIES OF THE HOLDER. The Holder represents and warrants to the Company as follows (and by acceptance of any transfer of this Warrant SVB Financial Group is hereby deemed to represent and warrant to the Company the following as to SVB Financial Group):

4.1. Purchase for Own Account. This Warrant and the securities to be acquired upon exercise of this Warrant by the Holder will be acquired for investment for the Holder’s account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that the Holder has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2. Disclosure of information. The Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. The Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Holder or to which the Holder has access.
4.3. **investment Experience.** The Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. The Holder has experience as an investor in securities of companies in the development stage and acknowledges that the Holder can bear the economic risk of such Holder’s investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that the Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables the Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4. **Accredited Investor Status.** The Holder is an “accredited investor” within the meaning of Regulation D promulgated under the Act.

4.5. **The Act.** The Holder understands that this Warrant and the Shares issuable upon exercise or conversion hereof (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder’s investment intent as expressed herein. The Holder understands that this Warrant and the Shares issued upon any exercise or conversion hereof (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available.

**ARTICLE 5. MISCELLANEOUS.**

5.1. **Term:** This Warrant is exercisable in whole or in part at any time and from time to time on or before the Expiration Date.

5.2. **Legends.** This Warrant and the Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend in substantially the following form:

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

As well as any legend required by the laws of the State of California, including any legend required by the California Department of Corporations and Sections 417 and 418 of the California Corporations Code or any other state securities laws.

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5.3. **Compliance with Securities Laws on Transfer.** This Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part without compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to Holder’s parent company, SVB Financial Group (formerly Silicon Valley Bancshares), or any other affiliated entity of Holder. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of current information as referenced in Rule 144(c), Holder represents that it has complied with Rule 144(d) and (e) in reasonable detail, the selling broker represents that it has complied with Rule 144(f), and the Company is provided with a copy of Holder’s notice of proposed sale.

5.4. **Transfer Procedure.** Upon receipt by Holder of the executed Warrant, Holder will transfer all of this Warrant to Holder’s parent company, SVB Financial Group, by execution of an Assignment substantially in the form of Appendix 2. Subject to the provisions of Article 5.3 and upon providing Company with written notice, SVB Financial Group and any subsequent Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the Shares issuable directly or indirectly, upon conversion of the Shares, if any) to any transferee, provided, however, in connection with any such transfer, SVB Financial Group or any subsequent Holder will give the Company notice of the portion of the Warrant being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable). The Company may refuse to transfer this Warrant or the Shares to any person who directly competes with the Company, unless, in either case, the stock of the Company is publicly traded.

5.5. **Notices.** All notices and other communications from the Company to the Holder, or vice versa, shall be deemed delivered and effective when given personally or sent by overnight delivery service or mailed by first-class registered or certified mail, postage prepaid, or by telefacsimile, at such address as may have been furnished to the Company or the Holder, as the case may (or on the first business day after transmission by facsimile) be, in writing by the Company or such Holder from time to time. Effective upon receipt of the fully executed Warrant and the initial transfer described in Article 5.4 above, all notices to the Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

<table>
<thead>
<tr>
<th>SVB Financial Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Treasury Department</td>
</tr>
<tr>
<td>3003 Tasman Drive, HA 200</td>
</tr>
<tr>
<td>Santa Clara, CA 95054</td>
</tr>
<tr>
<td>Telephone: 408-654-7400</td>
</tr>
<tr>
<td>Facsimile: 408-496-2405</td>
</tr>
</tbody>
</table>
Notice to the Company shall be addressed as follows until the Holder receives notice of a change in address:

NetForts, Inc.
Attn: Asher Aziz (Chief Executive Officer)
1360 Willow Road, Suite 203
Menlo Park, CA 94025
Telephone: (650) 543-1600
Facsimile: (650) 330-0840

with a copy to:

Carr & Ferrell LLP
Attn: Barry A. Carr
2200 Geng Road
Palo Alto, CA 94303
Facsimile: (650) 812-3444

5.6. **Waiver.** This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7. **Attorney’s Fees.** In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorney’s fees.

5.8. **Automatic Conversion upon Expiration.** In the event that, upon the Expiration Date, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above is greater than the Exercise Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be converted pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised or converted, and the Company shall promptly deliver a certificate representing the Shares (or such other securities) issued upon such conversion to the Holder.

5.9. **Counterparts.** This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement.

5.10. **Governing Law.** This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date indicated below.
“COMPANY”

NETFORTS, INC,

By: /s/ Ashar Aziz

Name: Ashar Aziz
Title: Chief Executive Officer and Chief Financial Officer

“HOLDER”

Silicon Valley Bank

By: /s/ Jacob Moseley

Name: Jacob Moseley
(Print)
Title: VP
APPENDIX 1

NOTICE OF EXERCISE

1. Holder elects to purchase __________ shares of the Common/Series [strike one] Preferred [strike one] Stock of NetForts, Inc. pursuant to the terms of the attached Warrant, and tenders payment of the purchase price of the shares in full.

[or]

1. Holder elects to convert the attached Warrant into Shares/cash [strike one] in the manner specified in the Warrant. This conversion is exercised for ________________ of the Shares covered by the Warrant.

[Strike paragraph that does not apply.]

2. Please issue a certificate or certificates representing the shares in the name specified below:

_____________________________________________________________________

Holders Name

_____________________________________________________________________

_____________________________________________________________________

(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Article 4 of the Warrant as the date hereof.

HOLDER:

_____________________________________________________________________

By:

Name: __________________________

Title: __________________________

(Date): __________________________
APPENDIX 2

ASSIGNMENT

For value received, Silicon Valley Bank hereby sells, assigns and transfers unto

Name: SVB Financial Group
Address: 3003 Tasman Drive (HA-200)
         Santa Clara, CA 95054

Tax ID: 91-1962278

that certain Warrant to Purchase Stock issued by NetForts, Inc. (the “Company”), on __________, 2005 (the “Warrant”) together with all rights, title and interest therein.

SILICON VALLEY BANK
By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

By its execution below, and for the benefit of the Company, SVB Financial Group makes each of the representations and warranties set forth in Article 4 of the Warrant and agrees to all other provisions of the Warrant as of the date hereof.

SVB FINANCIAL GROUP
By: ________________________________
Name: ______________________________
Title: ______________________________
ASSIGNMENT

For value received, Silicon Valley Bank hereby sells, assigns and transfers unto

Name: SVB Financial Group
Address: 3003 Tasman Drive (HA-200)
        Santa Clara, CA 95054
Tax ID: 91-1962278

that certain Warrant to Purchase Stock issued by NetForts, Inc. (the “Company”), on August 15, 2005 (the “Warrant”) together with all rights, title and interest therein.

SILICON VALLEY BANK

By: /s/ Jacob Moseley
Name: Jacob Moseley
Title: VP

Date: 8/16/05

By its execution below, and for the benefit of the Company, SVB Financial Group makes each of the representations and warranties set forth in Article 4 of the Warrant and agrees to all other provisions of the Warrant as of the date hereof.

SVB FINANCIAL GROUP

By: /s/ Sean S. Park
Name: Sean S. Park
Title: Warrant Portfolio Manager
THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

**WARRANT TO PURCHASE STOCK**

Company: NetForts, Inc., a Delaware corporation
Number of Shares: The Initial Shares plus the Additional Shares
Class of Stock: Series A-2 Preferred
Wan-ant Price: $0.61 per share
Issue Date: August 15, 2005
Expiration Date: The 10th anniversary after the Issue Date

THIS WARRANT CERTIFIES THAT, for the agreed upon value of $1.00 and for other good and valuable consideration, including, without limitation, the mutual promises contained in that certain Loan and Security Agreement of even date herewith entered into by and among NETFORTS, INC. (the “Company”), and SILICON VALLEY BANK and GOLD HILL VENTURE LENDING 03, LP (the “Holder”), Holder is entitled to purchase the number of fully paid and non-assessable shares of the class of securities (the “Shares”) of the company (the “Company”) at the Warrant Price, all as set forth above and as adjusted pursuant to Article 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

As used herein:

“Shares" means the Initial Shares plus the Additional Shares.

“Initial Shares” means that number of shares equal to Eighty Thousand Dollars ($80,000) divided by the Warrant Price, multiplied by 0.6875.

“Additional Shares” means a cumulative, aggregate number of additional shares equal to (i) 1.75% of each Growth Capital Advance and Equipment Advance (as such terms are defined in the Loan Agreement), multiplied by (ii) 0.6875, and divided by (iii) the Warrant Price. This Warrant shall become exercisable for the Additional Shares, if at all, only upon the making by the Lenders (as defined in the Loan Agreement) of a Growth Capital Advance or Equipment Advance.

**ARTICLE 1. EXERCISE.**

1.1. Method of Exercise. Holder may exercise this Warrant by delivering a duly executed Notice of Exercise in substantially the form attached as Appendix 1 to the principal office of the Company. Unless Holder is exercising the conversion right set forth in Article 1.2, Holder shall also deliver to the Company a check, wire transfer (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.
1.2. **Conversion Right.** In lieu of exercising this Warrant as specified in Article 1.1, Holder may from time to time convert this Warrant, in whole or in part, into a number of Shares determined by dividing (a) the aggregate fair market value of the Shares or other securities otherwise issuable upon exercise of this Warrant minus the aggregate Warrant Price of such Shares by (b) the fair market value of one Share. The fair market value of the Shares shall be determined pursuant to Article 1.3.

1.3. **Fair Market Value.** If the Company’s common stock is traded in a public market and the Shares are common stock, the fair market value of each Share shall be the closing price of a Share reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the “price to public” per share price specified in the final prospectus relating to such offering). If the Company’s common stock is traded in a public market and the Shares are preferred stock, the fair market value of a Share shall be the closing price of a share of the Company’s common stock reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or, in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the initial “price to public” per share price specified in the final prospectus relating to such offering), in both cases, multiplied by the number of shares of the Company’s common stock into which a Share is convertible. If the Company’s common stock is not traded in a public market, the Board of Directors of the Company shall determine fair market value in its reasonable good faith judgment.

1.4. **Delivery of Certificate and New Warrant.** Promptly after Holder exercises or converts this Warrant and, if applicable, the Company receives payment of the aggregate Warrant Price, the Company shall deliver to Holder certificates for the Shares acquired and, if this Warrant has not been fully exercised or converted and has not expired, a new Warrant representing the Shares not so acquired.

1.5. **Replacement of Warrants.** On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of mutilation on surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor.

1.6. **Treatment of Warrant Upon Acquisition of Company.**

1.6.1. “Acquisition”. For the purpose of this Warrant, “Acquisition” means any sale, license, or other disposition of all or substantially all of the assets of the Company, or any reorganization, consolidation, or merger of the Company where the holders of the Company’s securities before the transaction beneficially own less than 50% of the outstanding voting securities of the surviving entity after the transaction.
1.6.2. **Treatment of Warrant at Acquisition.**

A) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is not an asset sale and in which the sole consideration is cash, either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will expire upon the consummation of such Acquisition. The Company shall provide the Holder with written notice of its request relating to the foregoing (together with such reasonable information as the Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

B) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is an “arms length” sale of all or substantially all of the Company’s assets (and only its assets) to a third party that is not an Affiliate (as defined below) of the Company (a “True Asset Sale”), either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will continue until the Expiration Date if the Company continues as a going concern following the closing of any such True Asset Sale. The Company shall provide the Holder with written notice of its request relating to the foregoing (together with such reasonable information as the Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

C) Upon the closing of any Acquisition other than those particularly described in subsections (A) and (B) above, the successor entity shall assume the obligations of this Warrant, and this Warrant shall be exercisable for the same securities, cash, and property as would be payable for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on the record date for the Acquisition and subsequent closing. The Warrant Price and/or number of Shares shall be adjusted accordingly.

As used herein “Affiliate” shall mean any person or entity that owns or controls directly or indirectly ten (10) percent or more of the stock of Company, any person or entity that controls or is controlled by or is under common control with such persons or entities, and each of such person’s or entity’s officers, directors, joint venturers or partners, as applicable.

**ARTICLE 2. ADJUSTMENTS TO THE SHARES.**

2.1. **Stock Dividends, Splits, Etc.** If the Company declares or pays a dividend on the Shares payable in common stock, or other securities, then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without cost to Holder, the total number and kind of securities to which Holder would have been entitled had Holder owned the Shares of record as of the date the dividend occurred. If the Company subdivides the Shares by reclassification or otherwise into a greater number of shares or takes any other action which increase the amount of stock into which the Shares are convertible, the number of shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding
shares are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2. **Reclassification, Exchange, Combinations or Substitution.** Upon any reclassification, exchange, substitution, or other event that results in a change of the number and/or class of the securities issuable upon exercise or conversion of this Warrant, Holder shall be entitled to receive, upon exercise or conversion of this Warrant, the number and kind of securities and property that Holder would have received for the Shares if this Warrant had been exercised immediately before such reclassification, exchange, substitution, or other event. Such an event shall include any automatic conversion of the outstanding or issuable securities of the Company of the same class or series as the Shares to common stock pursuant to the terms of the Company’s Articles or Certificate (as applicable) of Incorporation upon the closing of a registered public offering of the Company’s common stock. The Company or its successor shall promptly issue to Holder an amendment to this Warrant setting forth the number and kind of such new securities or other property issuable upon exercise or conversion of this Warrant as a result of such reclassification, exchange, substitution or other event that results in a change of the number and/or class of securities issuable upon exercise or conversion of this Warrant. The amendment to this Warrant shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 2 including, without limitation, adjustments to the Warrant Price and to the number of securities or property issuable upon exercise of the new Warrant. The provisions of this Article 2.2 shall similarly apply to successive reclassifications, exchanges, substitutions, or other events.

2.3. **Adjustments for Diluting Issuances.** The Warrant Price and the number of Shares issuable upon exercise of this Warrant or, if the Shares are preferred stock, the number of shares of common stock issuable upon conversion of the Shares, shall be subject to adjustment, from time to time in the manner set forth in the Company’s Articles or Certificate of Incorporation as if the Shares were issued and outstanding on and as of the date of any such required adjustment. The provisions set forth for the Shares in the Company’s Articles or Certificate (as applicable) of Incorporation relating to the above in effect as of the Issue Date may not be amended, modified or waived, without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to the Holder.

2.4. **No Impairment.** The Company shall not, by amendment of its Articles or Certificate (as applicable) of Incorporation or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in carrying out of all the provisions of this Article 2 and in taking all such action as may be necessary or appropriate to protect Holder’s rights under this Article against impairment.

2.5. **Fractional Shares.** No fractional Shares shall be issuable upon exercise or conversion of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional share interest arises upon any exercise or
conversion of the Warrant, the Company shall eliminate such fractional share interest by paying Holder the amount computed by multiplying the fractional interest by the fair market value of a full Share.

2.6. Certificate as to Adjustments. Upon each adjustment of the Warrant Price, the Company shall promptly notify Holder in writing, and, at the Company’s expense, promptly compute such adjustment, and furnish Holder with a certificate of its Chief Financial Officer setting forth such adjustment and the facts upon which such adjustment is based. The Company shall, upon written request, furnish Holder a certificate setting forth the Warrant Price in effect upon the date thereof and the series of adjustments leading to such Warrant Price.

ARTICLE 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY

3.1. Representations and Warranties. The Company represents and warrants to the Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than (i) the price per share at which the Shares were last issued in an arms-length transaction in which at least $500,000 of the Shares were sold.

(b) All Shares which may be issued upon the exercise of the purchase right represented by this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and nonassessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

(c) The Company further covenants and agrees that, during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved for the purpose of issue or transfer upon exercise of the subscription rights evidenced by this Warrant, a sufficient number of Shares of authorized but unissued stock, or other securities and property, when and as required to provide for the exercise of the rights represented by this Warrant.

(d) The capitalization table provided to Holder immediately prior to the Issue Date remains true and complete as of the Issue Date.

3.2. Notice of Certain Events. If the Company proposes at any time (a) to declare any dividend or distribution upon any of its stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; (b) to offer for sale any shares of the Company’s capital stock (or other securities convertible into such capital stock), other than (i) pursuant to the Company’s stock option or other compensatory plans, (ii) in connection with commercial credit arrangements or equipment financings, or (iii) in connection with strategic transactions for purposes other than capital raising; (c) to effect any reclassification or recapitalization of any of its stock; (d) to merge or consolidate with or into any other corporation, or sell, lease, license, or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; or (e) offer holders of registration rights the opportunity to participate in an underwritten public offering of the Company’s securities for cash, then, in connection with each such event, the Company shall give Holder: (1) at least 10 days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders
of common stock will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (a) and (b) above; (2) in the case of the matters referred to in (c) and (d) above at least 10 days prior written notice of the date when the same will take place (and specifying the date on which the holders of common stock will be entitled to exchange their common stock for securities or other property deliverable upon the occurrence of such event); and (3) in the case of the matter referred to in (e) above, the same notice as is given to the holders of such registration rights.

3.3. Registration Under Securities Act of 1933, as amended; Market Stand-Off. The Company agrees that the Shares or, if the Shares are convertible into common stock of the Company, such common stock, shall have certain incidental, or “Piggyback,” registration rights and S-3 registration rights pursuant to and as set forth in the Company’s Investor Rights Agreement or similar agreement and Holder hereby agrees to be bound by all of the provisions of said agreement relating to such registration rights and to be bound by the “market stand-off” provisions of said agreement with respect to the sale of securities for up to 180 days following the Company’s initial public offering. The provisions set forth in the Company’s Investors’ Right Agreement or similar agreement relating to the above in effect as of the Issue Date may not be amended, modified or waived without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification, or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to the Holder.

3.4. No Shareholder Rights. Except as provided in this Warrant, the Holder will not have any rights as a shareholder of the Company until the exercise of this Warrant.

ARTICLE 4. REPRESENTATIONS, WARRANTIES OF THE HOLDER. The Holder represents and warrants to the Company as follows:

4.1. Purchase for Own Account. This Warrant and the securities to be acquired upon exercise of this Warrant by the Holder will be acquired for investment for the Holder’s account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that the Holder has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2. Disclosure of Information. The Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. The Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Holder or to which the Holder has access.

4.3. Investment Experience. The Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. The Holder has experience as an investor in securities of companies in the development stage and acknowledges that the Holder can bear the economic risk of such Holder’s investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that the Holder is capable of evaluating the merits and risks of its investment in
this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables the Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4. **Accredited Investor Status.** The Holder is an “accredited investor” within the meaning of Regulation D promulgated under the Act.

4.5. **The Act.** The Holder understands that this Warrant and the Shares issuable upon exercise or conversion hereof (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder’s investment intent as expressed herein. The Holder understands that this Warrant and the Shares issued upon any exercise or conversion hereof (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available.

ARTICLE 5. **MISCELLANEOUS.**

5.1. **Term:** This Warrant is exercisable in whole or in part at any time and from time to time on or before the Expiration Date.

5.2. **Legends.** This Warrant and the Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend in substantially the following form:

> THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

As well as any legend required by the laws of the State of California, including any legend required by the California Department of Corporations and Sections 417 and 418 of the California Corporations Code or any other state securities laws.

5.3. **Compliance with Securities Laws on Transfer.** This Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part without compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion
of counsel if the transfer is to an affiliate of Holder. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of current information as referenced in Rule 144(c). Holder represents that it has complied with Rule 144(d) and (e) in reasonable detail, the selling broker represents that it has complied with Rule 144(f), and the Company is provided with a copy of Holder’s notice of proposed sale.

5.4. Transfer Procedure. Subject to the provisions of Article 5.3 and upon providing Company with written notice, Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the Shares issuable directly or indirectly, upon conversion of the Shares, if any) to any transferee, provided, however, in connection with any such transfer, Holder will give the Company notice of the portion of the Warrant being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable). The Company may refuse to transfer this Warrant or the Shares to any person who directly competes with the Company, unless, in either case, the stock of the Company is publicly traded.

5.5. Notices. All notices and other communications from the Company to the Holder, or vice versa, shall be deemed delivered and effective when given personally or sent by overnight delivery service or mailed by first-class registered or certified mail, postage prepaid, or by telefacsimile, at such address as may have been furnished to the Company or the Holder, as the case may (or on the first business day after transmission by facsimile) be, in writing by the Company or such Holder from time to time. Effective upon receipt of the fully executed Warrant and the initial transfer described in Article 5.4 above, all notices to the Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

Gold Hill Venture Lending 03, LP
3003 Tasman Drive, HA 200
Santa Clara, CA 95054
Attention: Robert Helm
Telephone: 408-654-7195
Facsimile: 408-654-6256

Notice to the Company shall be addressed as follows until the Holder receives notice of a change in address:

NetForts Inc.
Attn: Ashar Aziz (Chief Executive Officer)
(ADDRESS): 1360 Willow Road, Suite 203
Menlo Park, CA 94025
Telephone: 650-543-1600
Facsimile: 650-330-0840
5.6. **Waiver.** This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7. **Attorney's Fees.** In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorney's fees.

5.8. **Automatic Conversion upon Expiration.** In the event that, upon the Expiration Date, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above is greater than the Exercise Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be converted pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised or converted, and the Company shall promptly deliver a certificate representing the Shares (or such other securities) issued upon such conversion to the Holder.

5.9. **Counterparts.** This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement.

5.10. **Governing Law.** This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date indicated below.
“COMPANY”

NETFORTS, INC,

By: /s/ Ashar Aziz

Name: Ashar Aziz

Title: Chief Executive Officer and Chief Financial Officer

“HOLDER”

By: /s/ Tim Waterson

Name: Tim Waterson

(Print)

Title: Partner
NOTICE OF EXERCISE

1. Holder elects to purchase ______________ shares of the Common/Series ___________Preferred [strike one] Stock of NetForts, Inc. pursuant to the terms of the attached Warrant, and tenders payment of the purchase price of the shares in full.

   [or]

1. Holder elects to convert the attached Warrant into Shares/cash [strike one] in the manner specified in the Warrant. This conversion is exercised for ______________ of the Shares covered by the Warrant.

   [Strike paragraph that does not apply.]

2. Please issue a certificate or certificates representing the shares in the name specified below:

   _______________________________________________________________________
   Holders Name
   _______________________________________________________________________
   _______________________________________________________________________
   (Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Article 4 of the Warrant as the date hereof.

   HOLDER:
   _______________________________________________________________________
   By: _____________________________________________________________________
   Name: __________________________________________________________________
   Title: __________________________________________________________________
   (Date): __________________________________________________________________
APPENDIX 2

ASSIGNMENT

For value received, Gold Hill Venture Lending 03, LP hereby sells, assigns and transfers unto

Name: 
Address: 
Tax ID: 

that certain Warrant to Purchase Stock issued by NetForts, Inc. (the “Company”), on [insert Issue Date] (the “Warrant”) together with all rights, title and interest therein.

GOLD HILL VENTURE LENDING 03, LP

By: 
Name: 
Title: 
Date: [insert Issue Date]

By its execution below, and for the benefit of the Company, makes each of the representations and warranties set forth in Article 4 of the Warrant as of the date hereof.

By: 
Name: 
Title: 

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

WARRANT TO PURCHASE STOCK

Company: Fireeye, Inc., a Delaware corporation
Number of Shares: The Initial Shares plus the Additional Shares
Class of Stock: Series B Preferred
Warrant Price: $1.32 per share
Issue Date: September 5, 2006
Expiration Date: The 10th anniversary after the Issue Date

THIS WARRANT CERTIFIES THAT, for the agreed upon value of $1.00 and for other good and valuable consideration, including, without limitation, the mutual promises contained in that certain Loan Modification Agreement of even date herewith (the “Loan Modification Agreement”) entered into by and among FIREYE, INC. (the “Company”), the Gold Hill Lenders named therein (“Gold Hill”) and SILICON VALLEY BANK (the “Holder”), Holder is entitled to purchase the number of fully paid and non-assessable shares of the class of securities (the “Shares”) of the company (the “Company”) at the Warrant Price, all as set forth above and as adjusted pursuant to Article 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant. The Loan and Security Agreement dated as of August 15, 2005, among the Holder, Gold Hill and the Company, as modified by the Loan Modification Agreement and as further amended or otherwise modified from time to time is hereinafter referred to as the “Loan Agreement”.

As used herein:

“Shares” means the Initial Shares plus the Additional Shares.

“Initial Shares” means a cumulative, aggregate number of additional shares equal to the sum of (i) that number of shares equal to One Hundred Twelve Thousand Five Hundred Dollars ($112,500) divided by the Warrant Price, multiplied by 0.3125, and (ii) that number of shares equal to Thirty Five Thousand Dollars ($35,000) divided by the Warrant Price, multiplied by 0.5000.

“Additional Shares” means a cumulative, aggregate number of additional shares equal to (i) 1.75% of the Supplemental Growth Capital Advance and each Supplemental Equipment Advance (as such terms are defined in the Loan Agreement), multiplied by (ii) 0.5000, and divided by (iii) the Warrant Price. This Warrant shall become exercisable for the Additional Shares, if at all, only upon the making by the Lenders (as defined in the Loan Agreement) of the Supplemental Growth Capital Advance or a Supplemental Equipment Advance.
ARTICLE 1. **EXERCISE.**

1.1. **Method of Exercise.** Holder may exercise this Warrant by delivering a duly executed Notice of Exercise in substantially the form attached as Appendix 1 to the principal office of the Company. Unless Holder is exercising the conversion right set forth in Article 1.2, Holder shall also deliver to the Company a check, wire transfer (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2. **Conversion Right.** In lieu of exercising this Warrant as specified in Article 1.1, Holder may from time to time convert this Warrant, in whole or in part, into a number of Shares determined by dividing (a) the aggregate fair market value of the Shares or other securities otherwise issuable upon exercise of this Warrant minus the aggregate Warrant Price of such Shares by (b) the fair market value of one Share. The fair market value of the Shares shall be determined pursuant to Article 1.3.

1.3. **Fair Market Value.** If the Company’s common stock is traded in a public market and the Shares are common stock, the fair market value of each Share shall be the closing price of a Share reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the “price to public” per share price specified in the final prospectus relating to such offering). If the Company’s common stock is traded in a public market and the Shares are preferred stock, the fair market value of a Share shall be the closing price of a share of the Company’s common stock reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or, in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the initial “price to public” per share price specified in the final prospectus relating to such offering), in both cases, multiplied by the number of shares of the Company’s common stock into which a Share is convertible. If the Company’s common stock is not traded in a public market, the Board of Directors of the Company shall determine fair market value in its reasonable good faith judgment.

1.4. **Delivery of Certificate and New Warrant.** Promptly after Holder exercises or converts this Warrant and, if applicable, the Company receives payment of the aggregate Warrant Price, the Company shall deliver to Holder certificates for the Shares acquired and, if this Warrant has not been fully exercised or converted and has not expired, a new Warrant representing the Shares not so acquired.

1.5. **Replacement of Warrants.** On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of mutilation on surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor.
1.6. Treatment of Warrant Upon Acquisition of Company.

1.6.1. “Acquisition”. For the purpose of this Warrant, “Acquisition” means any sale, license, or other disposition of all or substantially all of the assets of the Company, or any reorganization, consolidation, or merger of the Company where the holders of the Company’s securities before the transaction beneficially own less than 50% of the outstanding voting securities of the surviving entity after the transaction.

1.6.2. Treatment of Warrant at Acquisition.

A) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is not an asset sale and in which the sole consideration is cash, either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will expire upon the consummation of such Acquisition. The Company shall provide the Holder with written notice of its request relating to the foregoing (together with such reasonable information as the Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

B) Upon the written request of the Company, Holder agrees that in the event of an Acquisition that is an “arms length” sale of all or substantially all of the Company’s assets (and only its assets) to a third-party that is not an Affiliate (as defined below) of the Company (a “True Asset Sale”), either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will continue until the Expiration Date if the Company continues as a going concern following the closing of any such True Asset Sale. The Company shall provide the Holder with written notice of its request relating to the foregoing (together with such reasonable information as the Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

C) Upon the closing of any Acquisition other than those particularly described in subsections (A) and (B) above, the successor entity shall assume the obligations of this Warrant, and this Warrant shall be exercisable for the same securities, cash, and property as would be payable for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on the record date for the Acquisition and subsequent closing. The Warrant Price and/or number of Shares shall be adjusted accordingly.

As used herein “Affiliate” shall mean any person or entity that owns or controls directly or indirectly ten (10) percent or more of the stock of Company, any person or entity that controls or is controlled by or is under common control with such persons or entities, and each of such person’s or entity’s officers, directors, joint venturers or partners, as applicable.
2.1. **Stock Dividends, Splits, Etc.** If the Company declares or pays a dividend on the Shares payable in common stock, or other securities, then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without cost to Holder, the total number and kind of securities to which Holder would have been entitled had Holder owned the Shares of record as of the date the dividend occurred. If the Company subdivides the Shares by reclassification or otherwise into a greater number of shares or takes any other action which increase the amount of stock into which the Shares are convertible, the number of shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2. **Reclassification, Exchange, Combinations or Substitution.** Upon any reclassification, exchange, substitution, or other event that results in a change of the number and/or class of the securities issuable upon exercise or conversion of this Warrant, Holder shall be entitled to receive, upon exercise or conversion of this Warrant, the number and kind of securities and property that Holder would have received for the Shares if this Warrant had been exercised immediately before such reclassification, exchange, substitution, or other event. Such an event shall include any automatic conversion of the outstanding or issuable securities of the Company of the same class or series as the Shares to common stock pursuant to the terms of the Company’s Articles or Certificate of Incorporation upon the closing of a registered public offering of the Company’s common stock. The Company or its successor shall promptly issue to Holder an amendment to this Warrant setting forth the number and kind of such new securities or other property issuable upon exercise or conversion of this Warrant as a result of such reclassification, exchange, substitution or other event that results in a change of the number and/or class of securities issuable upon exercise or conversion of this Warrant. The amendment to this Warrant shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 2 including, without limitation, adjustments to the Warrant Price and to the number of securities or property issuable upon exercise of the new Warrant. The provisions of this Article 2.2 shall similarly apply to successive reclassifications, exchanges, substitutions, or other events.

2.3. **Adjustments for Diluting Issuances.** The Warrant Price and the number of Shares issuable upon exercise of this Warrant or, if the Shares are preferred stock, the number of shares of common stock issuable upon conversion of the Shares, shall be subject to adjustment, from time to time in the manner set forth in the Company’s Articles or Certificate of Incorporation as if the Shares were issued and outstanding on and as of the date of any such required adjustment. The provisions set forth for the Shares in the Company’s Articles or Certificate (as applicable) of Incorporation relating to the above in effect as of the Issue Date may not be amended, modified or waived, without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to the Holder.
2.4. **No Impairment.** The Company shall not, by amendment of its Articles or Certificate (as applicable) of Incorporation or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in carrying out of all the provisions of this Article 2 and in taking all such action as may be necessary or appropriate to protect Holder's rights under this Article against impairment.

2.5. **Fractional Shares.** No fractional Shares shall be issuable upon exercise or conversion of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional share interest arises upon any exercise or conversion of the Warrant, the Company shall eliminate such fractional share interest by paying Holder the amount computed by multiplying the fractional interest by the fair market value of a full Share.

2.6. **Certificate as to Adjustments.** Upon each adjustment of the Warrant Price, the Company shall promptly notify Holder in writing, and, at the Company’s expense, promptly compute such adjustment, and furnish Holder with a certificate of its Chief Financial Officer setting forth such adjustment and the facts upon which such adjustment is based. The Company shall, upon written request, furnish Holder a certificate setting forth the Warrant Price in effect upon the date thereof and the series of adjustments leading to such Warrant Price.

**ARTICLE 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.**

3.1. **Representations and Warranties.** The Company represents and warrants to the Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than the price per share at which the Shares were last issued in an arms-length transaction in which at least $500,000 of the Shares were sold.

(b) All Shares which may be issued upon the exercise of the purchase right represented by this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and nonassessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

(c) The Company further covenants and agrees that, during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved for the purpose of issue or transfer upon exercise of the subscription rights evidenced by this Warrant, a sufficient number of Shares of authorized but unissued stock, or other securities and property, when and as required to provide for the exercise of the rights represented by this Warrant.

(d) The capitalization table provided to Holder immediately prior to the Issue Date remains true and complete as of the Issue Date.
3.2. **Notice of Certain Events.** If the Company proposes at any time (a) to declare any dividend or distribution upon any of its stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; (b) to offer for sale any shares of the Company’s capital stock (or other securities convertible into such capital stock), other than (i) pursuant to the Company’s stock option or other compensatory plans, (ii) in connection with commercial credit arrangements or equipment financings, or (iii) in connection with strategic transactions for purposes other than capital raising; (c) to effect any reclassification or recapitalization of any of its stock; (d) to merge or consolidate with or into any other corporation, or sell, lease, license, or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; or (e) offer holders of registration rights the opportunity to participate in an underwritten public offering of the Company’s securities for cash, then, in connection with each such event, the Company shall give Holder: (1) at least 10 days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of common stock will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (a) and (b) above; (2) in the case of the matters referred to in (c) and (d) above at least 10 days prior written notice of the date when the same will take place (and specifying the date on which the holders of common stock will be entitled to exchange their common stock for securities or other property deliverable upon the occurrence of such event); and (3) in the case of the matter referred to in (e) above, the same notice as is given to the holders of such registration rights.

3.3. **Registration Under Securities Act of 1933, as amended; Market Stand-Off.** The Company agrees that the Shares or, if the Shares are convertible into common stock of the Company, such common stock, shall have certain incidental, or “Piggyback,” registration rights and S-3 registration rights pursuant to and as set forth in the Company’s Investor Rights Agreement or similar agreement and Holder hereby agrees to be bound by all of the provisions of said agreement relating to such registration rights and to be bound by the “market stand-off” provisions of said agreement with respect to the sale of securities for up to 180 days following the Company’s initial public offering. The provisions set forth in the Company’s Investors’ Right Agreement or similar agreement relating to the above in effect as of the Issue Date may not be amended, modified or waived without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification, or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to the Holder.

3.4. **No Shareholder Rights.** Except as provided in this Warrant, the Holder will not have any rights as a shareholder of the Company until the exercise of this Warrant.

ARTICLE 4. **REPRESENTATIONS, WARRANTIES OF THE HOLDER.** The Holder represents and warrants to the Company as follows (and by acceptance of any transfer of this Warrant SVB Financial Group is hereby deemed to represent and warrant to the Company the following as to SVB Financial Group):

4.1. **Purchase for Own Account.** This Warrant and the securities to be acquired upon exercise of this Warrant by the Holder will be acquired for investment for the Holder’s account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that the Holder has not been formed for the specific purpose of acquiring this Warrant or the Shares.
4.2. **Disclosure of Information.** The Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. The Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Holder or to which the Holder has access.

4.3. **Investment Experience.** The Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. The Holder has experience as an investor in securities of companies in the development stage and acknowledges that the Holder can bear the economic risk of such Holder’s investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that the Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables the Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4. **Accredited Investor Status.** The Holder is an “accredited investor” within the meaning of Regulation D promulgated under the Act.

4.5. **The Act.** The Holder understands that this Warrant and the Shares issuable upon exercise or conversion hereof (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder’s investment intent as expressed herein. The Holder understands that this Warrant and the Shares issued upon any exercise or conversion hereof (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available.

**ARTICLE 5. MISCELLANEOUS.**

5.1. **Term:** This Warrant is exercisable in whole or in part at any time and from time to time on or before the Expiration Date.

5.2. **Legends.** This Warrant and the Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend in substantially the following form:

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE
AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

As well as any legend required by the laws of the State of California, including any legend required by the California Department of Corporations and Sections 417 and 418 of the California Corporations Code or any other state securities laws.

5.3. Compliance with Securities Laws on Transfer. This Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part without compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to Holder’s parent company, SVB Financial Group (formerly Silicon Valley Bancshares), or any other affiliated entity of Holder. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of current information as referenced in Rule 144(c), Holder represents that it has complied with Rule 144(d) and (e) in reasonable detail, the selling broker represents that it has complied with Rule 144(f), and the Company is provided with a copy of Holder’s notice of proposed sale.

5.4. Transfer Procedure. Upon receipt by Holder of the executed Warrant, Holder will transfer all of this Warrant to Holder’s parent company, SVB Financial Group, by execution of an Assignment substantially in the form of Appendix 2. Subject to the provisions of Article 5.3 and upon providing Company with written notice, SVB Financial Group and any subsequent Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the Shares issuable directly or indirectly, upon conversion of the Shares, if any) to any transferee, provided, however, in connection with any such transfer, SVB Financial Group or any subsequent Holder will give the Company notice of the portion of the Warrant being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable). The Company may refuse to transfer this Warrant or the Shares to any person who directly competes with the Company, unless, in either case, the stock of the Company is publicly traded.

5.5. Notices. All notices and other communications from the Company to the Holder, or vice versa, shall be deemed delivered and effective when given personally or sent by overnight delivery service or mailed by first-class registered or certified mail, postage prepaid, or by telefacsimile, at such address as may have been furnished to the Company or the Holder, as the case may (or on the first business day after transmission by facsimile) be, in writing by the Company or such Holder from time to time. Effective upon receipt of the fully executed Warrant and the initial transfer described in Article 5.4 above, all notices to the Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:
Notice to the Company shall be addressed as follows until the Holder receives notice of a change in address:

FireEye, Inc.
Attn: Ashar Aziz (Chief Executive Officer)
1360 Willow Road, Suite 203
Menlo Park, CA 94025
Telephone: (650) 543-1600
Facsimile: (650) 330-0840

with a copy to:

Carr & Ferrell LLP
Attn: Barry A. Carr
2200 Geng Road
Palo Alto, CA 94303
Facsimile: (650) 812-3444

5.6. **Waiver.** This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7. **Attorney’s Fees.** In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorney’s fees.

5.8. **Automatic Conversion upon Expiration.** In the event that, upon the Expiration Date, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above is greater than the Exercise Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be converted pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised or converted, and the Company shall promptly deliver a certificate representing the Shares (or such other securities) issued upon such conversion to the Holder.

5.9. **Counterparts.** This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement.
5.10. **Governing Law.** This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date indicated below.

10
“COMPANY”

FIREEYE, INC.

By: /s/ Ashar Aziz

Name: Ashar Aziz
Title: Chief Executive Officer and Chief Financial Officer

“HOLDER”

SILICON VALLEY BANK

By: /s/ Jacob Moseley

Name: Jacob Moseley
(Print)

Title: RM
NOTICE OF EXERCISE

1. Holder elects to purchase ___________ shares of the Common/Series ___________ Preferred [strike one] Stock of FireEye, Inc. pursuant to the terms of the attached Warrant, and tenders payment of the purchase price of the shares in full.

   [or]

1. Holder elects to convert the attached Warrant into Shares/cash [strike one] in the manner specified in the Warrant. This conversion is exercised for ___________ of the Shares covered by the Warrant.

   [Strike paragraph that does not apply.]  

2. Please issue a certificate or certificates representing the shares in the name specified below:

   ________________________________
   Holders Name
   ________________________________
   ________________________________
   (Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Article 4 of the Warrant as the date hereof.

   HOLDER:
   ________________________________
   By: ____________________________
   ________________________________
   Name: __________________________
   ________________________________
   Title: __________________________
   ________________________________
   (Date): ________________________

   ________________________________
APPENDIX 2

ASSIGNMENT

For value received, Silicon Valley Bank hereby sells, assigns and transfers unto

Name:  SVB Financial Group
Address:  3003 Tasman Drive (HA-200)
         Santa Clara, CA 95054
Tax ID:  91-1962278

that certain Warrant to Purchase Stock issued by FireEye, Inc. (the “Company”), on ______, 2006 (the “Warrant”) together with all rights, title and interest therein.

SILICON VALLEY BANK

By:  

______________________________

Name:  

______________________________

Title:  

______________________________

Date:  

By its execution below, and for the benefit of the Company, SVB Financial Group makes each of the representations and warranties set forth in Article 4 of the Warrant and agrees to all other provisions of the Warrant as of the date hereof.

SVB FINANCIAL GROUP

By:  

______________________________

Name:  

______________________________

Title:  

______________________________
ASSIGNMENT

For value received, Silicon Valley Bank hereby sells, assigns and transfers unto

Name: SVB Financial Group
Address: 3003 Tasman Drive (HA-200)
        Santa Clara, CA 95054
Tax ID: 91-1962278

that certain Warrant to Purchase Stock issued by FireEye, Inc. (the “Company”), on 9/5/06 (the “Warrant”) together with all rights, title and interest therein.

SILICON VALLEY BANK

By: /s/ John Willard
Name: John Willard
Title: SRM

Date: October ’06

By its execution below, and for the benefit of the Company, SVB Financial Group makes each of the representations and warranties set forth in Article 4 of the Warrant and agrees to all other provisions of the Warrant as of the date hereof.

SVB FINANCIAL GROUP

By: /s/ Scott Newman
Name: Scott Newman
Title: Portfolio & Funding Manager
THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

WARRANT TO PURCHASE STOCK

Company: Fireeye, Inc., a Delaware corporation
Number of Shares: The Initial Shares plus the Additional Shares
Class of Stock: Series B Preferred
Warrant Price: $1.32 per share
Issue Date: September 5, 2006
Expiration Date: The 10th anniversary after the Issue Date

THIS WARRANT CERTIFIES THAT, for the agreed upon value of $1.00 and for other good and valuable consideration, including, without limitation, the mutual promises contained in that certain Loan Modification Agreement of even date herewith (the “Loan Modification Agreement”) entered into by and among FIREEYE, INC. (the “Company”), and SILICON VALLEY BANK (“SVB”) and GOLD HILL VENTURE LENDING 03, LP (the “Holder”), Holder is entitled to purchase the number of fully paid and non-assessable shares of the class of securities (the “Shares”) of the company (the “Company”) at the Warrant Price, all as set forth above and as adjusted pursuant to Article 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant. The Loan and Security Agreement, dated as of August 16, 2005, among the Holder, SVB and the Company, as modified by the Loan Modification Agreement and as further amended or otherwise modified from time to time is hereinafter referred to as the “Loan Agreement”.

As used herein:

“Shares” means the Initial Shares plus the Additional Shares.

“Initial Shares” means a cumulative, aggregate number of additional shares equal to the sum of (i) that number of shares equal to One Hundred Twelve Thousand Five Hundred Dollars ($112,500) divided by the Warrant Price, multiplied by 0.6875, and (ii) that number of shares equal to Thirty Five Thousand Dollars ($35,000) divided by the Warrant Price, multiplied by 0.5000.

“Additional Shares” means a cumulative, aggregate number of additional shares equal to (i) 1.75% of the Supplemental Growth Capital Advance and each Supplemental Equipment Advance (as such terms are defined in the Loan Agreement), multiplied by (ii) 0.5000, and divided by (iii) the Warrant Price. This Warrant shall become exercisable for the Additional Shares, if at all, only upon the making by the Lenders (as defined in the Loan Agreement) of the Supplemental Growth Capital Advance or a Supplemental Equipment Advance.
ARTICLE 1.  EXERCISE.

1.1.  Method of Exercise. Holder may exercise this Warrant by delivering a duly executed Notice of Exercise in substantially the form attached as Appendix 1 to the principal office of the Company. Unless Holder is exercising the conversion right set forth in Article 1.2, Holder shall also deliver to the Company a check, wire transfer (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2.  Conversion Right. In lieu of exercising this Warrant as specified in Article 1.1, Holder may from time to time convert this Warrant, in whole or in part, into a number of Shares determined by dividing (a) the aggregate fair market value of the Shares or other securities otherwise issuable upon exercise of this Warrant minus the aggregate Warrant Price of such Shares by (b) the fair market value of one Share. The fair market value of the Shares shall be determined pursuant to Article 1.3.

1.3.  Fair Market Value. If the Company’s common stock is traded in a public market and the Shares are common stock, the fair market value of each Share shall be the closing price of a Share reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the “price to public” per share price specified in the final prospectus relating to such offering). If the Company’s common stock is traded in a public market and the Shares are preferred stock, the fair market value of a Share shall be the closing price of a share of the Company’s common stock reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or, in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the initial “price to public” per share price specified in the final prospectus relating to such offering), in both cases, multiplied by the number of shares of the Company’s common stock into which a Share is convertible. If the Company’s common stock is not traded in a public market, the Board of Directors of the Company shall determine fair market value in its reasonable good faith judgment.

1.4.  Delivery of Certificate and New Warrant. Promptly after Holder exercises or converts this Warrant and, if applicable, the Company receives payment of the aggregate Warrant Price, the Company shall deliver to Holder certificates for the Shares acquired and, if this Warrant has not been fully exercised or converted and has not expired, a new Warrant representing the Shares not so acquired.

1.5.  Replacement of Warrants. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of mutilation on surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor.
1.6. **Treatment of Warrant Upon Acquisition of Company.**

1.6.1. “Acquisition”. For the purpose of this Warrant, “Acquisition” means any sale, license, or other disposition of all or substantially all of the assets of the Company, or any reorganization, consolidation, or merger of the Company where the holders of the Company’s securities before the transaction beneficially own less than 50% of the outstanding voting securities of the surviving entity after the transaction.

1.6.2. **Treatment of Warrant at Acquisition.**

A) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is not an asset sale and in which the sole consideration is cash, either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will expire upon the consummation of such Acquisition. The Company shall provide the Holder with written notice of its request relating to the foregoing (together with such reasonable information as the Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

B) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is an “arms length” sale of all or substantially all of the Company’s assets (and only its assets) to a third party that is not an Affiliate (as defined below) of the Company (a “True Asset Sale”), either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will continue until the Expiration Date if the Company continues as a going concern following the closing of any such True Asset Sale. The Company shall provide the Holder with written notice of its request relating to the foregoing (together with such reasonable information as the Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

C) Upon the closing of any Acquisition other than those particularly described in subsections (A) and (B) above, the successor entity shall assume the obligations of this Warrant, and this Warrant shall be exercisable for the same securities, cash, and property as would be payable for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on the record date for the Acquisition and subsequent closing. The Warrant Price and/or number of Shares shall be adjusted accordingly.

As used herein “Affiliate” shall mean any person or entity that owns or controls directly or indirectly ten (10) percent or more of the stock of Company, any person or entity that controls or is controlled by or is under common control with such persons or entities, and each of such person’s or entity’s officers, directors, joint venturers or partners, as applicable.
ARTICLE 2. ADJUSTMENTS TO THE SHARES

2.1. Stock Dividends, Splits, Etc. If the Company declares or pays a dividend on the Shares payable in common stock, or other securities, then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without cost to Holder, the total number and kind of securities to which Holder would have been entitled had Holder owned the Shares of record as of the date the dividend occurred. If the Company subdivides the Shares by reclassification or otherwise into a greater number of shares or takes any other action which increase the amount of stock into which the Shares are convertible, the number of shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2. Reclassification, Exchange, Combinations or Substitution. Upon any reclassification, exchange, substitution, or other event that results in a change of the number and/or class of the securities issuable upon exercise or conversion of this Warrant, Holder shall be entitled to receive, upon exercise or conversion of this Warrant, the number and kind of securities and property that Holder would have received for the Shares if this Warrant had been exercised immediately before such reclassification, exchange, substitution, or other event. Such an event shall include any automatic conversion of the outstanding or issuable securities of the Company of the same class or series as the Shares to common stock pursuant to the terms of the Company’s Articles or Certificate (as applicable) of Incorporation upon the closing of a registered public offering of the Company’s common stock. The Company or its successor shall promptly issue to Holder an amendment to this Warrant setting forth the number and kind of such new securities or other property issuable upon exercise or conversion of this Warrant as a result of such reclassification, exchange, substitution or other event that results in a change of the number and/or class of securities issuable upon exercise or conversion of this Warrant. The amendment to this Warrant shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 2 including, without limitation, adjustments to the Warrant Price and to the number of securities or property issuable upon exercise of the new Warrant. The provisions of this Article 2.2 shall similarly apply to successive reclassifications, exchanges, substitutions, or other events.

2.3. Adjustments for Diluting Issuances. The Warrant Price and the number of Shares issuable upon exercise of this Warrant or, if the Shares are preferred stock, the number of shares of common stock issuable upon conversion of the Shares, shall be subject to adjustment, from time to time in the manner set forth in the Company’s Articles or Certificate of Incorporation as if the Shares were issued and outstanding on and as of the date of any such required adjustment. The provisions set forth for the Shares in the Company’s Articles or Certificate (as applicable) of Incorporation relating to the above in effect as of the Issue Date may not be amended, modified or waived, without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to the Holder.
2.4. **No Impairment.** The Company shall not, by amendment of its Articles or Certificate (as applicable) of Incorporation or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in carrying out of all the provisions of this Article 2 and in taking all such action as may be necessary or appropriate to protect Holder's rights under this Article against impairment.

2.5. **Fractional Shares.** No fractional Shares shall be issuable upon exercise or conversion of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional share interest arises upon any exercise or conversion of the Warrant, the Company shall eliminate such fractional share interest by paying Holder the amount computed by multiplying the fractional interest by the fair market value of a full Share.

2.6. **Certificate as to Adjustments.** Upon each adjustment of the Warrant Price, the Company shall promptly notify Holder in writing, and, at the Company's expense, promptly compute such adjustment, and furnish Holder with a certificate of its Chief Financial Officer setting forth such adjustment and the facts upon which such adjustment is based. The Company shall, upon written request, furnish Holder a certificate setting forth the Warrant Price in effect upon the date thereof and the series of adjustments leading to such Warrant Price.

ARTICLE 3. **REPRESENTATIONS AND COVENANTS OF THE COMPANY.**

3.1. **Representations and Warranties.** The Company represents and warrants to the Holder as follows:

   (a) The initial Warrant Price referenced on the first page of this Warrant is not greater than (i) the price per share at which the Shares were last issued in an arms-length transaction in which at least $500,000 of the Shares were sold.

   (b) All Shares which may be issued upon the exercise of the purchase right represented by this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and nonassessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

   (c) The Company further covenants and agrees that, during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved for the purpose of issue or transfer upon exercise of the subscription rights evidenced by this Warrant, a sufficient number of Shares of authorized but unissued stock, or other securities and property, when and as required to provide for the exercise of the rights represented by this Warrant.

   (d) The capitalization table provided to Holder immediately prior to the Issue Date remains true and complete as of the Issue Date.
3.2. **Notice of Certain Events.** If the Company proposes at any time (a) to declare any dividend or distribution upon any of its stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; (b) to offer for sale any shares of the Company's capital stock (or other securities convertible into such capital stock), other than (i) pursuant to the Company's stock option or other compensatory plans, (ii) in connection with commercial credit arrangements or equipment financings, or (iii) in connection with strategic transactions for purposes other than capital raising; (c) to effect any reclassification or recapitalization of any of its stock; (d) to merge or consolidate with or into any other corporation, or sell, lease, license, or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; or (e) offer holders of registration rights the opportunity to participate in an underwritten public offering of the Company's securities for cash, then, in connection with each such event, the Company shall give Holder: (1) at least 10 days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of common stock will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (a) and (b) above; (2) in the case of the matters referred to in (c) and (d) above at least 10 days prior written notice of the date when the same will take place (and specifying the date on which the holders of common stock will be entitled to exchange their common stock for securities or other property deliverable upon the occurrence of such event); and (3) in the case of the matter referred to in (e) above, the same notice as is given to the holders of such registration rights.

3.3. **Registration Under Securities Act of 1933, as amended; Market Stand-Off.** The Company agrees that the Shares or, if the Shares are convertible into common stock of the Company, such common stock, shall have certain incidental, or "Piggyback," registration rights and S-3 registration rights pursuant to and as set forth in the Company's Investor Rights Agreement or similar agreement and Holder hereby agrees to be bound by all of the provisions of said agreement relating to such registration rights and to be bound by the "market stand-off" provisions of said agreement with respect to the sale of securities for up to 180 days following the Company's initial public offering. The provisions set forth in the Company's Investors' Right Agreement or similar agreement relating to the above in effect as of the Issue Date may not be amended, modified or waived without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification, or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to the Holder.

3.4. **No Shareholder Rights.** Except as provided in this Warrant, the Holder will not have any rights as a shareholder of the Company until the exercise of this Warrant.

**ARTICLE 4. REPRESENTATIONS, WARRANTIES OF THE HOLDER.** The Holder represents and warrants to the Company as follows:

4.1. **Purchase for Own Account.** This Warrant and the securities to be acquired upon exercise of this Warrant by the Holder will be acquired for investment for the Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that the Holder has not been formed for the specific purpose of acquiring this Warrant or the Shares.
4.2. **Disclosure of Information.** The Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. The Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Holder or to which the Holder has access.

4.3. **Investment Experience.** The Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. The Holder has experience as an investor in securities of companies in the development stage and acknowledges that the Holder can bear the economic risk of such Holder’s investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that the Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables the Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4. **Accredited Investor Status.** The Holder is an “accredited investor” within the meaning of Regulation D promulgated under the Act.

4.5. **The Act.** The Holder understands that this Warrant and the Shares issuable upon exercise or conversion hereof (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder’s investment intent as expressed herein. The Holder understands that this Warrant and the Shares issued upon any exercise or conversion hereof (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available.

**ARTICLE 5. MISCELLANEOUS.**

5.1. **Term.** This Warrant is exercisable in whole or in part at any time and from time to time on or before the Expiration Date.

5.2. **Legends.** This Warrant and the Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend in substantially the following form:

```
THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND
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UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

As well as any legend required by the laws of the State of California, including any legend required by the California Department of Corporations and Sections 417 and 418 of the California Corporations Code or any other state securities laws.

5.3. **Compliance with Securities Laws on Transfer.** This Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part without compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to an affiliate of Holder. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of current information as referenced in Rule 144(c), Holder represents that it has complied with Rule 144(d) and (e) in reasonable detail, the selling broker represents that it has complied with Rule 144(f), and the Company is provided with a copy of Holder’s notice of proposed sale.

5.4. **Transfer Procedure.** Subject to the provisions of Article 5.3 and upon providing Company with written notice, Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the Shares issuable directly or indirectly, upon conversion of the Shares, if any) to any transferee, provided, however, in connection with any such transfer, Holder will give the Company notice of the portion of the Warrant being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable). The Company may refuse to transfer this Warrant or the Shares to any person who directly competes with the Company, unless, in either case, the stock of the Company is publicly traded.

5.5. **Notices.** All notices and other communications from the Company to the Holder, or vice versa, shall be deemed delivered and effective when given personally or sent by overnight delivery service or mailed by first-class registered or certified mail, postage prepaid, or by telefacsimile, at such address as may have been furnished to the Company or the Holder, as the case may (or on the first business day after transmission by facsimile) be, in writing by the Company or such Holder from time to time. Effective upon receipt of the fully executed Warrant and the initial transfer described in Article 5.4 above, all notices to the Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

Gold Hill
One Almaden Blvd., Suite 630
San Jose, CA 95113
Attention: Robert Helm
Telephone: 408-200-7847
Facsimile: 408-200-7841

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Notice to the Company shall be addressed as follows until the Holder receives notice of a change in address:

FireEye, Inc.
Attn: Ashar Aziz (Chief Executive Officer)
(Address): 1360 Willow Road, Suite 203
Menlo Park, CA 94025
Telephone: 650-543-1600
Facsimile: 650-330-0840

with a copy to:

Carr & Ferrell LLP
Attn: Barry A. Carr
2200 Geng Road
Palo Alto, CA 94303
Facsimile: 650-812-3444

5.6. **Waiver.** This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7. **Attorney's Fees.** In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorney's fees.

5.8. **Automatic Conversion upon Expiration.** In the event that, upon the Expiration Date, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above is greater than the Exercise Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be converted pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised or converted, and the Company shall promptly deliver a certificate representing the Shares (or such other securities) issued upon such conversion to the Holder.

5.9. **Counterparts.** This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement.

5.10. **Governing Law.** This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date indicated below.
“COMPANY”

FIREEYE, INC.

By: /s/ Ashar Aziz

Name: Ashar Aziz
Title: Chief Executive Officer and Chief Financial Officer

“HOLDER”

GOLD HILL VENTURE LENDING 03, LP

By: Gold Hill Venture Lending 03 Partners, LLC
Its: General Partner

By: /s/ Rob Helm

Name: Rob Helm
(Print)
Title: Principal, Gold Hill Capital
NOTICE OF EXERCISE

1. Holder elects to purchase ________ shares of the Common/Series _______ Preferred [strike one] Stock of FireEye, Inc. pursuant to the terms of the attached Warrant, and tenders payment of the purchase price of the shares in full.

[or]

1. Holder elects to convert the attached Warrant into Shares/cash [strike one] in the manner specified in the Warrant. This conversion is exercised for ________________ of the Shares covered by the Warrant.

[Strike paragraph that does not apply.]

2. Please issue a certificate or certificates representing the shares in the name specified below:

   ________________________________
   Holders Name
   ________________________________
   ________________________________
   (Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Article 4 of the Warrant as the date hereof.

   HOLDER:

   ________________________________
   By: ________________________________
   ________________________________
   Name: ________________________________
   ________________________________
   Title: ________________________________
   ________________________________
   (Date): ________________________________
APPENDIX 2

ASSIGNMENT

For value received, Gold Hill Venture Lending 03, LP hereby sells, assigns and transfers unto

Name:
Address:

Tax ID:

that certain Warrant to Purchase Stock issued by FireEye, Inc. (the “Company”), on ____________ [insert Issue Date] (the “Warrant”) together with all rights, title and interest therein.

GOLD HILL VENTURE LENDING 03, LP

By: Gold Hill Venture Lending 03 Partners, LLC
Its: General Partner

By: ________________________________
Name: ______________________________
Title: ______________________________

Date: [insert Issue Date] _________

By its execution below, and for the benefit of the Company, __________________ makes each of the representations and warranties set forth in Article 4 of the Warrant as of the date hereof.

______________________________

By: ________________________________
______________________________

Name: ______________________________
______________________________

Title: ______________________________
______________________________
THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

WARRANT TO PURCHASE STOCK

Company: FireEye, Inc., a Delaware corporation
Number of Shares: 100,000
Class of Stock: Series D Preferred
Warrant Price: $0.3883572 per share
Issue Date: June 7, 2010
Expiration Date: The 10th anniversary after the Issue Date
Credit Facility: This Warrant is issued in connection with the Loan and Security Agreement between Company and Silicon Valley Bank dated June 7th, 2010

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, SILICON VALLEY BANK (Silicon Valley Bank, together with any registered holder from time to time of this Warrant or any holder of the shares issuable or issued upon exercise of this Warrant, “Holder”) is entitled to purchase the number of fully paid and nonassessable shares of the class of securities (the “Shares”) of the Company at the Warrant Price, all as set forth above and as adjusted pursuant to Article 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

ARTICLE 1. EXERCISE

1.1 Method of Exercise. Holder may exercise this Warrant by delivering a duly executed Notice of Exercise in substantially the form attached as Appendix 1 to the principal office of the Company. Unless Holder is exercising the conversion right set forth in Article 1.2, Holder shall also deliver to the Company a check, wire transfer (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2 Conversion Right. In lieu of exercising this Warrant as specified in Article 1.1, Holder may from time to time convert this Warrant, in whole or in part, into a number of Shares determined by dividing (a) the aggregate fair market value of the Shares or other securities otherwise issuable upon exercise of this Warrant minus the aggregate Warrant Price of such Shares by (b) the fair market value of one Share. The fair market value of the Shares shall be determined pursuant to Article 1.3.
1.3 **Fair Market Value.** If the Company’s common stock is traded in a public market and the Shares are common stock, the fair market value of each Share shall be the closing price of a Share reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the “price to public” per share price specified in the final prospectus relating to such offering). If the Company’s common stock is traded in a public market and the Shares are preferred stock, the fair market value of a Share shall be the closing price of a Share reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or, in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company’s initial public offering, the initial “price to public” per share price specified in the final prospectus relating to such offering), in both cases, multiplied by the number of shares of the Company’s common stock into which a Share is convertible. If the Company’s common stock is not traded in a public market, the Board of Directors of the Company shall determine fair market value in its reasonable good faith judgment.

1.4 **Delivery of Certificate and New Warrant.** Promptly after Holder exercises or converts this Warrant and, if applicable, the Company receives payment of the aggregate Warrant Price, the Company shall deliver to Holder certificates for the Shares acquired and, if this Warrant has not been fully exercised or converted and has not expired, a new Warrant representing the Shares not so acquired.

1.5 **Replacement of Warrants.** On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of mutilation or surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor.

1.6 **Treatment of Warrant Upon Acquisition of Company.**

1.6.1 **Acquisition.** For the purpose of this Warrant, “Acquisition” means any sale, license, or other disposition of all or substantially all of the assets of the Company, or any reorganization, consolidation, or merger of the Company where the holders of the Company’s securities before the transaction beneficially own less than 50% of the outstanding voting securities of the surviving entity after the transaction, provided, however, that “Acquisition” does not include the sale of the Company’s equity securities in a bona fide financing.

1.6.2 **Treatment of Warrant at Acquisition.**

A) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is not an asset sale and in which the sole consideration is cash, either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will expire upon the consummation of such Acquisition. The Company shall provide Holder with written notice of its request relating to the foregoing (together with such reasonable information as Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.
B) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is an “arms length” sale of all or substantially all of the Company’s assets (and only its assets) to a third party that is not an Affiliate (as defined below) of the Company (a “True Asset Sale”), either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will continue until the Expiration Date if the Company continues as a going concern following the closing of any such True Asset Sale. The Company shall provide Holder with written notice of its request relating to the foregoing (together with such reasonable information as Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

C) Upon the written request of the Company, Holder agrees that, in the event of a stock for stock Acquisition of the Company by a publicly traded acquirer if, on the record date for the Acquisition, the fair market value of the Shares (or other securities issuable upon exercise of this Warrant) is equal to or greater than three times the Warrant Price, the Company may require the Warrant to be deemed automatically exercised and the Holder shall participate in the Acquisition as a holder of the Shares (or other securities issuable upon exercise of the Warrant) on the same terms as other holders of the same class of securities of the Company.

D) Upon the closing of any Acquisition other than those particularly described in subsections (A), (B) and (C) above, the successor entity shall assume the obligations of this Warrant, and this Warrant shall be exercisable for the same securities, cash, and property as would be payable for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on the record date for the Acquisition and subsequent closing. The Warrant Price and/or number of Shares shall be adjusted accordingly.

As used herein "Affiliate" shall mean any person or entity that owns or controls directly or indirectly ten (10) percent or more of the stock of Company, any person or entity that controls or is controlled by or is under common control with such persons or entities, and each of such person’s or entity’s officers, directors, joint venturers or partners, as applicable.

ARTICLE 2. ADJUSTMENTS TO THE SHARES.

2.1 Stock Dividends, Splits, Etc. If the Company declares or pays a dividend on the Shares payable in common stock, or other securities, then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without cost to Holder, the total number and kind of securities to which Holder would have been entitled had Holder owned the Shares of record as of the date the dividend occurred. If the Company subdivides the Shares by reclassification or otherwise into a greater number of shares or takes any other action which increases the amount of stock into which the Shares are convertible, the number of shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding
shares are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 **Reclassification, Exchange, Combinations or Substitution.** Upon any reclassification, exchange, substitution, or other event that results in a change of the number and/or class of the securities issuable upon exercise or conversion of this Warrant, Holder shall be entitled to receive, upon exercise or conversion of this Warrant, the number and kind of securities and property that Holder would have received for the Shares if this Warrant had been exercised immediately before such reclassification, exchange, substitution, or other event. Such an event shall include any automatic conversion of the outstanding or issuable securities of the Company of the same class or series as the Shares to common stock pursuant to the terms of the Company’s Certificate of Incorporation upon the closing of a registered public offering of the Company’s common stock. The Company or its successor shall promptly issue to Holder an amendment to this Warrant setting forth the number and kind of such new securities or other property issuable upon exercise or conversion of this Warrant as a result of such reclassification, exchange, substitution or other event that results in a change of the number and/or class of securities issuable upon exercise or conversion of this Warrant. The amendment to this Warrant shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 2 including, without limitation, adjustments to the Warrant Price and to the number of securities or property issuable upon exercise of the new Warrant. The provisions of this Article 2.2 shall similarly apply to successive reclassifications, exchanges, substitutions, or other events.

2.3 **Adjustments for Diluting Issuances.** The Warrant Price and the number of Shares issuable upon exercise of this Warrant or, if the Shares are preferred stock, the number of shares of common stock issuable upon conversion of the Shares, shall be subject to adjustment, from time to time in the manner set forth in the Company’s Certificate of Incorporation as if the Shares were issued and outstanding on and as of the date of any such required adjustment. The provisions set forth for the Shares in the Company’s Certificate of Incorporation relating to the above in effect as of the Issue Date may not be amended, modified or waived, without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to Holder.

2.4 **No Impairment.** The Company shall not, by amendment of its Certificate of Incorporation or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in carrying out of all the provisions of this Article 2 and in taking all such action as may be necessary or appropriate to protect Holder’s rights under this Article against impairment. The foregoing notwithstanding, the Company shall not have been deemed to have impaired Holder’s rights hereunder: (i) if it amends its Certificate of Incorporation, or the holders of the Company’s preferred stock waive rights thereunder, in a manner that does not affect the Shares in a materially adversely different manner from the effect that such
amendments or waivers have generally on the rights, preferences, privileges or restrictions of the other shares of the same class of stock, or (ii) if the Company, through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, affects Holder’s rights hereunder in a manner that does not affect the Shares materially adversely different manner from the effect that such transactions have generally on the rights, preferences, privileges or restrictions of the other shares of the same class of stock.

2.5 Fractional Shares. No fractional Shares shall be issuable upon exercise or conversion of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional share interest arises upon any exercise or conversion of the Warrant, the Company shall eliminate such fractional share interest by paying Holder the amount computed by multiplying the fractional interest by the fair market value of a full Share.

2.6 Certificate as to Adjustments. Upon each adjustment of the Warrant Price, the Company shall promptly notify Holder in writing, and, at the Company’s expense, promptly compute such adjustment, and furnish Holder with a certificate of its Chief Financial Officer setting forth such adjustment and the facts upon which such adjustment is based. The Company shall, upon written request, furnish Holder a certificate setting forth the Warrant Price in effect upon the date thereof and the series of adjustments leading to such Warrant Price.

ARTICLE 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY

3.1 Representations and Warranties. The Company represents and warrants to Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than (i) the price per share at which the Shares were last issued in an arms-length transaction in which at least $500,000 of the Shares were sold and (ii) the fair market value of the Shares as of the date of this Warrant.

(b) All Shares which may be issued upon the exercise of the purchase right represented by this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and nonassessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

(c) The Company’s capitalization table attached hereto as Schedule 1 is true and complete as of the Issue Date.

3.2 Notice of Certain Events. If the Company proposes at any time (a) to declare any dividend or distribution upon any of its stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; (b) to offer for sale any shares of the Company’s capital stock (or other securities convertible into such capital stock), other than (i) pursuant to the Company’s stock option or other compensatory plans, (ii) in connection with commercial credit arrangements or equipment financings, or (iii) in connection with strategic transactions for purposes other than capital raising; (c) to effect any reclassification or recapitalization of any of its stock;
(d) to merge or consolidate with or into any other corporation, or sell, lease, license, or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; or (e) offer holders of registration rights the opportunity to participate in an underwritten public offering of the Company’s securities for cash, then, in connection with each such event, the Company shall give Holder: (1) at least 10 days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of common stock will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (a) and (b) above; (2) in the case of the matters referred to in (c) and (d) above at least 10 days prior written notice of the date when the same will take place (and specifying the date on which the holders of common stock will be entitled to exchange their common stock for securities or other property deliverable upon the occurrence of such event); and (3) in the case of the matter referred to in (e) above, the same notice as is given to the holders of such registration rights. Company will also provide information requested by Holder reasonably necessary to enable Holder to comply with Holder’s accounting or reporting requirements.

3.3 Registration Under Securities Act of 1933, as amended. The Company agrees that the Shares or, if the Shares are convertible into common stock of the Company, such common stock, shall have certain “piggyback” and S-3 registration rights pursuant to and as set forth in the Company’s Amended and Restated Investor Rights Agreement dated June 23, 2009 (as amended from time to time, the “Rights Agreement”). The provisions set forth in the Company’s Rights Agreement relating to the above in effect as of the Issue Date may not be amended, modified or waived without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification, or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to Holder.

3.4 No Shareholder Rights. Except as provided in this Warrant, Holder will not have any rights as a shareholder of the Company until the exercise of this Warrant.

ARTICLE 4.

REPRESENTATIONS, WARRANTIES OF HOLDER. Holder represents and warrants to the Company as follows:

4.1 Purchase for Own Account. This Warrant and the securities to be acquired upon exercise of this Warrant by Holder will be acquired for investment for Holder’s account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that Holder has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.
4.3 **Investment Experience.** Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder’s investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4 **Accredited Investor Status.** Holder is an “accredited investor” within the meaning of Regulation D promulgated under the Act.

4.5 **The Act.** Holder understands that this Warrant and the Shares issuable upon exercise or conversion hereof have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Holder’s investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise or conversion hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available.

**ARTICLE 5. MISCELLANEOUS.**

5.1 **Term.** This Warrant is exercisable in whole or in part at any time and from time to time on or before the Expiration Date.

5.2 **Legends.** This Warrant and the Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend in substantially the following form:

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

5.3 **Compliance with Securities Laws on Transfer.** This Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part without compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as
reasonably requested by the Company). The Company shall not require Silicon Valley Bank (“Bank”) to provide an opinion of counsel if the transfer is to Bank’s parent company, SVB Financial Group (formerly Silicon Valley Bancshares), or any other affiliate of Bank. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of current information as referenced in Rule 144(c). Holder represents that it has complied with Rule 144(d) and (e) in reasonable detail, the selling broker represents that it has complied with Rule 144(f), and the Company is provided with a copy of Holder’s notice of proposed sale.

5.4 Transfer Procedure. After receipt by Bank of the executed Warrant, Bank will transfer all of this Warrant to SVB Financial Group by execution of an Assignment substantially in the form of Appendix 2. Subject to the provisions of Article 5.3 and upon providing the Company with written notice, SVB Financial Group and any subsequent Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the Shares issuable directly or indirectly, upon conversion of the Shares, if any) to any transferee, provided, however, in connection with any such transfer, SVB Financial Group or any subsequent Holder will give the Company notice of the portion of the Warrant being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable). Any such transferee shall be deemed to have made each of the representations set forth in Article 4 and shall be bound by the terms and conditions of the Warrant. The Company may refuse to transfer this Warrant or the Shares to any person who directly competes with the Company, unless, in either case, the stock of the Company is publicly traded.

5.5 Notices. All notices and other communications from the Company to Holder, or vice versa, shall be deemed delivered and effective when given personally or mailed by first-class registered or certified mail, postage prepaid, at such address as may have been furnished to the Company or Holder, as the case may be, in writing by the Company or such Holder from time to time. Effective upon receipt of the fully executed Warrant and the initial transfer described in Article 5.4 above, all notices to Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

SVB Financial Group
Attn: Treasury Department
3003 Tasman Drive, HA 200
Santa Clara, CA 95054
Telephone: 408-654-7400
Facsimile: 408-496-2405

Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

FireEye, Inc.
Attn:
1390 McCarthy Blvd.
Milpitas, CA 95035
5.6 **Waiver.** This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7 **Attorneys’ Fees.** In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys’ fees.

5.8 **Automatic Conversion upon Expiration.** In the event that, upon the Expiration Date, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above is greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be converted pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised or converted, and the Company shall promptly deliver a certificate representing the Shares (or such other securities) issued upon such conversion to Holder.

5.9 **Counterparts.** This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement.

5.10 **Governing Law.** This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

5.11 **Market Stand-Off Provision.** Holder hereby agrees to be bound by the “Market Stand-Off” provision (the “Market Stand Off Provision”) in Section 1.13 of the Rights Agreement. The Market Stand-Off Provision set forth in the Rights Agreement may not be amended, modified or waived without the prior written consent of Holder unless such amendment, modification or waiver adversely affects the rights associated with all other shares of the same series and class as the Shares granted pursuant to this Warrant. Holder agrees that any assignee or transferee of any such Shares shall be bound by the Market Stand-Off Provision.
“COMPANY” Datum: 6/1/10

FIREEYE, INC.

By: /s/ Ashar Aziz

Name: Ashar Aziz
(Print)
Title: CEO

“HOLDER”

SILICON VALLEY BANK

By: /s/ Julia Bobrovich

Name: Julia Bobrovich
(Print)
Title: RM
SCHEDULE 1
CAPITALIZATION TABLE

[See attached.]
APPENDIX 1

NOTICE OF EXERCISE

1. Holder elects to purchase ____________ shares of the Series D Preferred Stock of FireEye, Inc. pursuant to the terms of the attached Warrant, and tenders payment of the purchase price of the shares in full.

   [or]

1. Holder elects to convert the attached Warrant into Shares/cash [strike one] in the manner specified in the Warrant. This conversion is exercised for ________________ of the Shares covered by the Warrant.

   [Strike paragraph that does not apply.]

2. Please issue a certificate or certificates representing the shares in the name specified below:

   ________________________________
   Holders Name

   ________________________________
   ________________________________
   ________________________________
   (Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Article 4 of the Warrant as the date hereof.

   HOLDER:

   ________________________________
   ________________________________
   ________________________________
   ________________________________
   (Date): ___________________________
APPENDIX 2

ASSIGNMENT

For value received, Silicon Valley Bank hereby sells, assigns and transfers unto

Name: SVB Financial Group
Address: 3003 Tasman Drive (HA-200)
         Santa Clara, CA 95054
Tax ID: 91-1962278

that certain Warrant to Purchase Stock issued by FireEye, Inc. (the “Company”), on __________, 2010 (the “Warrant”) together with all rights, title and interest therein.

SILICON VALLEY BANK
By:  
Name:  
Title:  
Date:  

By its execution below, and for the benefit of the Company, SVB Financial Group makes each of the representations and warranties set forth in Article 4 of the Warrant and agrees to all other provisions of the Warrant as of the date hereof.

SVB FINANCIAL GROUP
By:  
Name:  
Title:  

ASSIGNMENT

For value received, Silicon Valley Bank hereby sells, assigns and transfers unto

  
Name:           SVB Financial Group  
Address:        3003 Tasman Drive (HA-200)  
                Santa Clara, CA 95054  
Tax ID:         91-1962278

  that certain Warrant to Purchase Stock issued by FireEye, Inc. (the “Company”), on 6/7/10 (the “Warrant”) together with all rights, title and interest therein.

SILICON VALLEY BANK

By:         /s/ John Willard
Name:     John Willard
Title:   SRM
Date:       July ‘10

By its execution below, and for the benefit of the Company, SVB Financial Group makes each of the representations and warranties set forth in Article 4 of the Warrant and agrees to all other provisions of the Warrant as of the date hereof.

SVB FINANCIAL GROUP

By:         /s/ Scott Newman
Name:     Scott Newman
Title:   Portfolio & Funding Manager
THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.

WARRANT TO PURCHASE STOCK

Company: FireEye, Inc., a Delaware corporation
Number of Shares: 60,661
Class of Stock: Series E Preferred
Warrant Price: $1.36 per share
Issue Date: August 26, 2011
Expiration Date: The 10th anniversary after the Issue Date
Credit Facility: This Warrant is issued in connection with the Amended and Restated Loan and Security Agreement between Company and Silicon Valley Bank dated August 26, 2011

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, SILICON VALLEY BANK (Silicon Valley Bank, together with any registered holder from time to time of this Warrant or any holder of the shares issuable or issued upon exercise of this Warrant, "Holder") is entitled to purchase the number of fully paid and nonassessable shares of the class of securities (the "Shares") of the Company at the Warrant Price, all as set forth above and as adjusted pursuant to Article 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

ARTICLE 1. EXERCISE

1.1 Method of Exercise. Holder may exercise this Warrant by delivering a duly executed Notice of Exercise in substantially the form attached as Appendix 1 to the principal office of the Company. Unless Holder is exercising the conversion right set forth in Article 1.2, Holder shall also deliver to the Company a check, wire transfer (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2 Conversion Right. In lieu of exercising this Warrant as specified in Article 1.1, Holder may from time to time convert this Warrant, in whole or in part, into a number of Shares determined by dividing (a) the aggregate fair market value of the Shares or other securities otherwise issuable upon exercise of this Warrant minus the aggregate Warrant Price of such Shares by (b) the fair market value of one Share. The fair market value of the Shares shall be determined pursuant to Article 1.3.
1.3 **Fair Market Value.** If the Company's common stock is traded in a public market and the Shares are common stock, the fair market value of each Share shall be the closing price of a Share reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company's initial public offering, the "price to public" per share price specified in the final prospectus relating to such offering). If the Company's common stock is traded in a public market and the Shares are preferred stock, the fair market value of a Share shall be the closing price of a share of the Company's common stock reported for the business day immediately before Holder delivers its Notice of Exercise to the Company (or, in the instance where the Warrant is exercised immediately prior to the effectiveness of the Company's initial public offering, the initial "price to public" per share price specified in the final prospectus relating to such offering), in both cases, multiplied by the number of shares of the Company's common stock into which a Share is convertible. If the Company's common stock is not traded in a public market, the Board of Directors of the Company shall determine fair market value in its reasonable good faith judgment.

1.4 **Delivery of Certificate and New Warrant.** Promptly after Holder exercises or converts this Warrant and, if applicable, the Company receives payment of the aggregate Warrant Price, the Company shall deliver to Holder certificates for the Shares acquired and, if this Warrant has not been fully exercised or converted and has not expired, a new Warrant representing the Shares not so acquired.

1.5 **Replacement of Warrants.** On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of mutilation or surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor.

1.6 **Treatment of Warrant Upon Acquisition of Company.**

1.6.1 **"Acquisition".** For the purpose of this Warrant, "Acquisition" means any sale, license, or other disposition of all or substantially all of the assets of the Company, or any reorganization, consolidation, or merger of the Company where the holders of the Company's securities before the transaction beneficially own less than 50% of the outstanding voting securities of the surviving entity after the transaction, provided, however, that "Acquisition" does not include the sale of the Company's equity securities in a bona fide financing.

1.6.2 **Treatment of Warrant at Acquisition.**

A) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is not an asset sale and in which the sole consideration is cash, either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will expire upon the consummation of such Acquisition. The Company shall provide Holder with written notice of its request relating to the foregoing (together with such reasonable information as Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.
B) Upon the written request of the Company, Holder agrees that, in the event of an Acquisition that is an “arms length” sale of all or substantially all of the Company’s assets (and only its assets) to a third party that is not an Affiliate (as defined below) of the Company (a “True Asset Sale”), either (a) Holder shall exercise its conversion or purchase right under this Warrant and such exercise will be deemed effective immediately prior to the consummation of such Acquisition or (b) if Holder elects not to exercise the Warrant, this Warrant will continue until the Expiration Date if the Company continues as a going concern following the closing of any such True Asset Sale. The Company shall provide Holder with written notice of its request relating to the foregoing (together with such reasonable information as Holder may request in connection with such contemplated Acquisition giving rise to such notice), which is to be delivered to Holder not less than ten (10) days prior to the closing of the proposed Acquisition.

C) Upon the written request of the Company, Holder agrees that, in the event of a stock for stock Acquisition of the Company by a publicly traded acquirer if, on the record date for the Acquisition, the fair market value of the Shares (or other securities issuable upon exercise of this Warrant) is equal to or greater than three times the Warrant Price, the Company may require the Warrant to be deemed automatically exercised and the Holder shall participate in the Acquisition as a holder of the Shares (or other securities issuable upon exercise of the Warrant) on the same terms as other holders of the same class of securities of the Company.

D) Upon the closing of any Acquisition other than those particularly described in subsections (A), (B) and (C) above, the successor entity shall assume the obligations of this Warrant, and this Warrant shall be exercisable for the same securities, cash, and property as would be payable for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on the record date for the Acquisition and subsequent closing. The Warrant Price and/or number of Shares shall be adjusted accordingly.

As used herein “Affiliate” shall mean any person or entity that owns or controls directly or indirectly ten (10) percent or more of the stock of Company, any person or entity that controls or is controlled by or is under common control with such persons or entities, and each of such person’s or entity’s officers, directors, joint venturers or partners, as applicable.

ARTICLE 2. ADJUSTMENTS TO THE SHARES.

2.1 Stock Dividends, Splits, Etc. If the Company declares or pays a dividend on the Shares payable in common stock, or other securities, then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without cost to Holder, the total number and kind of securities to which Holder would have been entitled had Holder owned the Shares of record as of the date the dividend occurred. If the Company subdivides the Shares by reclassification or otherwise into a greater number of shares or takes any other action which increases the amount of stock into which the Shares are convertible, the number of shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.
2.2 Reclassification, Exchange, Combinations or Substitution. Upon any reclassification, exchange, substitution, or other event that results in a change of the number and/or class of the securities issuable upon exercise or conversion of this Warrant, Holder shall be entitled to receive, upon exercise or conversion of this Warrant, the number and kind of securities and property that Holder would have received for the Shares if this Warrant had been exercised immediately before such reclassification, exchange, substitution, or other event. Such an event shall include any automatic conversion of the outstanding or issuable securities of the Company of the same class or series as the Shares to common stock pursuant to the terms of the Company’s Certificate of Incorporation upon the closing of a registered public offering of the Company’s common stock. The Company or its successor shall promptly issue to Holder an amendment to this Warrant setting forth the number and kind of such new securities or other property issuable upon exercise or conversion of this Warrant as a result of such reclassification, exchange, substitution or other event that results in a change of the number and/or class of securities issuable upon exercise or conversion of this Warrant. The amendment to this Warrant shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 2 including, without limitation, adjustments to the Warrant Price and to the number of securities or property issuable upon exercise of the new Warrant. The provisions of this Article 2.2 shall similarly apply to successive reclassifications, exchanges, substitutions, or other events.

2.3 Adjustments for Diluting Issuances. The Warrant Price and the number of Shares issuable upon exercise of this Warrant or, if the Shares are preferred stock, the number of shares of common stock issuable upon conversion of the Shares, shall be subject to adjustment, from time to time in the manner set forth in the Company’s Certificate of Incorporation as if the Shares were issued and outstanding on and as of the date of any such required adjustment. The provisions set forth for the Shares in the Company’s Certificate of Incorporation relating to the above in effect as of the Issue Date may not be amended, modified or waived, without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to Holder.

2.4 No Impairment. The Company shall not, by amendment of its Certificate of Incorporation or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in carrying out of all the provisions of this Article 2 and in taking all such action as may be necessary or appropriate to protect Holder’s rights under this Article against impairment. The foregoing notwithstanding, the Company shall not have been deemed to have impaired Holder’s rights hereunder: (i) if it amends its Certificate of Incorporation, or the holders of the Company’s preferred stock waive rights thereunder, in a manner that does not affect the Shares in a materially adversely different manner from the effect that such
amendments or waivers have generally on the rights, preferences, privileges or restrictions of the other shares of the same class of stock, or (ii) if the Company, through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, affects Holder’s rights hereunder in a manner that does not affect the Shares materially adversely different manner from the effect that such transactions have generally on the rights, preferences, privileges or restrictions of the other shares of the same class of stock.

2.5 Fractional Shares. No fractional Shares shall be issuable upon exercise or conversion of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional share interest arises upon any exercise or conversion of the Warrant, the Company shall eliminate such fractional share interest by paying Holder the amount computed by multiplying the fractional interest by the fair market value of a full Share.

2.6 Certificate as to Adjustments. Upon each adjustment of the Warrant Price, the Company shall promptly notify Holder in writing, and, at the Company’s expense, promptly compute such adjustment, and furnish Holder with a certificate of its Chief Financial Officer setting forth such adjustment and the facts upon which such adjustment is based. The Company shall, upon written request, furnish Holder a certificate setting forth the Warrant Price in effect upon the date thereof and the series of adjustments leading to such Warrant Price.

ARTICLE 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY

3.1 Representations and Warranties. The Company represents and warrants to Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than (i) the price per share at which the Shares were last issued in an arms-length transaction in which at least $500,000 of the Shares were sold and (ii) the fair market value of the Shares as of the date of this Warrant.

(b) All Shares which may be issued upon the exercise of the purchase right represented by this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and nonassessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

(c) The Company’s capitalization table attached hereto as Schedule 1 is true and complete as of the Issue Date.

3.2 Notice of Certain Events. If the Company proposes at any time (a) to declare any dividend or distribution upon any of its stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; (b) to offer for sale any shares of the Company’s capital stock (or other securities convertible into such capital stock), other than (i) pursuant to the Company’s stock option or other compensatory plans, (ii) in connection with commercial credit arrangements or equipment financings, or (iii) in connection with strategic transactions for purposes other than capital raising; (c) to effect any reclassification or recapitalization of any of its stock;
(d) to merge or consolidate with or into any other corporation, or sell, lease, license, or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; or (e) offer holders of registration rights the opportunity to participate in an underwritten public offering of the Company’s securities for cash, then, in connection with each such event, the Company shall give Holder: (1) at least 10 days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of common stock will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (a) and (b) above; (2) in the case of the matters referred to in (c) and (d) above at least 10 days prior written notice of the date when the same will take place (and specifying the date on which the holders of common stock will be entitled to exchange their common stock for securities or other property deliverable upon the occurrence of such event); and (3) in the case of the matter referred to in (e) above, the same notice as is given to the holders of such registration rights. Company will also provide information requested by Holder reasonably necessary to enable Holder to comply with Holder’s accounting or reporting requirements.

3.3 **Registration Under Securities Act of 1933, as amended.** The Company agrees that the Shares or, if the Shares are convertible into common stock of the Company, such common stock, shall have certain “piggyback” and S-3 registration rights pursuant to and as set forth in the Company’s Amended and Restated Investor Rights Agreement dated December 17, 2010 (as amended from time to time, the “Rights Agreement”). The provisions set forth in the Company’s Rights Agreement relating to the above in effect as of the Issue Date may not be amended, modified or waived without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification, or waiver affects the rights associated with all other shares of the same series and class as the Shares granted to Holder.

3.4 **No Shareholder Rights.** Except as provided in this Warrant, Holder will not have any rights as a shareholder of the Company until the exercise of this Warrant.

**ARTICLE 4. REPRESENTATIONS, WARRANTIES OF HOLDER.** Holder represents and warrants to the Company as follows:

4.1 **Purchase for Own Account.** This Warrant and the securities to be acquired upon exercise of this Warrant by Holder will be acquired for investment for Holder’s account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that Holder has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 **Disclosure of Information.** Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.
4.3 **Investment Experience.** Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder’s investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4 **Accredited Investor Status.** Holder is an “accredited investor” within the meaning of Regulation D promulgated under the Act.

ARTICLE 5. **MISCELLANEOUS.**

5.1 **Term.** This Warrant is exercisable in whole or in part at any time and from time to time on or before the Expiration Date.

5.2 **Legends.** This Warrant and the Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend in substantially the following form:

```
THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 5 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAW OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION.
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5.3 **Compliance with Securities Laws on Transfer.** This Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part without compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as
reasonably requested by the Company). The Company shall not require Silicon Valley Bank ("Bank") to provide an
opinion of counsel if the transfer is to Bank’s parent company, SVB Financial Group (formerly Silicon Valley
Bancshares), or any other affiliate of Bank. Additionally, the Company shall also not require an opinion of counsel if
there is no material question as to the availability of current information as referenced in Rule 144(c). Holder
represents that it has complied with Rule 144(d) and (e) in reasonable detail, the selling broker represents that it has
complied with Rule 144(f), and the Company is provided with a copy of Holder’s notice of proposed sale.

5.4 **Transfer Procedure.** After receipt by Bank of the executed Warrant, Bank will transfer all of this
Warrant to SVB Financial Group by execution of an Assignment substantially in the form of Appendix 2. Subject to the
provisions of Article 5.3 and upon providing the Company with written notice, SVB Financial Group and any
subsequent Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or
the Shares issuable directly or indirectly, upon conversion of the Shares, if any) to any transferee, provided, however,
in connection with any such transfer, SVB Financial Group or any subsequent Holder will give the Company notice of
the portion of the Warrant being transferred with the name, address and taxpayer identification number of the
transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if
applicable). Any such transferee shall be deemed to have made each of the representations set forth in Article 4 and
shall be bound by the terms and conditions of the Warrant. The Company may refuse to transfer this Warrant or the
Shares to any person who directly competes with the Company, unless, in either case, the stock of the Company is
publicly traded.

5.5 **Notices.** All notices and other communications from the Company to Holder, or vice versa, shall be
deemed delivered and effective when given personally or mailed by first-class registered or certified mail, postage
prepaid, at such address as may have been furnished to the Company or Holder, as the case may (or on the first
business day after transmission by facsimile) be, in writing by the Company or such Holder from time to time.
Effective upon receipt of the fully executed Warrant and the initial transfer described in Article 5.4 above, all notices to
Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a
transfer or otherwise:

SVB Financial Group
Attn: Treasury Department
3003 Tasman Drive, HA 200
Santa Clara, CA 95054
Telephone: 408-654-7400
Facsimile: 408-496-2405

Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

FireEye, Inc.
Attn: Ashar Aziz, CEO
1390 McCarthy Blvd.
Milpitas, CA 95035
Telephone: 
Facsimile: 408-321-3393
5.6 **Waiver.** This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7 **Attorneys’ Fees.** In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys’ fees.

5.8 **Automatic Conversion upon Expiration.** In the event that, upon the Expiration Date, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above is greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be converted pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised or converted, and the Company shall promptly deliver a certificate representing the Shares (or such other securities) issued upon such conversion to Holder.

5.9 **Counterparts.** This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement.

5.10 **Governing Law.** This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

5.11 **Market Stand-Off Provision.** Holder hereby agrees to be bound by the "Market Stand-Off" provision (the "Market Stand-Off Provision") in Section 1.13 of the Rights Agreement. The Market Stand-Off Provision set forth in the Rights Agreement may not be amended, modified or waived without the prior written consent of Holder unless such amendment, modification or waiver adversely affects the rights associated with all other shares of the same series and class as the Shares granted pursuant to this Warrant. Holder agrees that any assignee or transferee of any such Shares shall be bound by the Market Stand-Off Provision.
“COMPANY”

FIREEYE, INC.

By: /s/ Michael J. Sheridan
Name: Michael J. Sheridan
(Print)
Title: "HOLDER"

SILICON VALLEY BANK

By: /s/ Brian Fitzpatrick
Name: Brian Fitzpatrick
(Print)
Title: Relationship Manager
SCHEDULE 1

CAPITALIZATION TABLE

[See attached.]
APPENDIX 1

NOTICE OF EXERCISE

1. Holder elects to purchase ________ shares of the Common/Series _______ Preferred [strike one] Stock of FireEye, Inc. pursuant to the terms of the attached Warrant, and tenders payment of the purchase price of the shares in full.

   [or]

1. Holder elects to convert the attached Warrant into Shares/cash [strike one] in the manner specified in the Warrant. This conversion is exercised for ________ of the Shares covered by the Warrant.

   [Strike paragraph that does not apply.]

2. Please issue a certificate or certificates representing the shares in the name specified below:

   Holders Name

   ____________________________

   ____________________________

   (Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Article 4 of the Warrant as the date hereof.

   HOLDER:

   ____________________________

   By: __________________________

   Name: ________________________

   Title: _________________________

   (Date): _______________________


APPENDIX 2

ASSIGNMENT

For value received, Silicon Valley Bank hereby sells, assigns and transfers unto

Name:  SVB Financial Group
Address:  3003 Tasman Drive (HA-200)
        Santa Clara, CA 95054

Tax ID:  91-1962278

that certain Warrant to Purchase Stock issued by FireEye, Inc. (the “Company”), on August ________, 2011 (the
"Warrant") together with all rights, title and interest therein.

SILICON VALLEY BANK

By:  ________________________________
Name:  ________________________________
Title:  ________________________________

Date:  ________________________________

By its execution below, and for the benefit of the Company, SVB Financial Group makes each of the representations
and warranties set forth in Article 4 of the Warrant and agrees to all other provisions of the Warrant as of the date
hereof.

SVB FINANCIAL GROUP

By:  ________________________________
Name:  ________________________________
Title:  ________________________________
ASSIGNMENT

For value received, Silicon Valley Bank hereby sells, assigns and transfers unto

Name: SVB Financial Group
Address: 3003 Tasman Drive (HA-200)
         Santa Clara, CA 95054
Tax ID: 91-1962278

that certain Warrant to Purchase Stock issued by FireEye, Inc. (the “Company”), on 8/26/11 (the “Warrant”) together with all rights, title and interest therein.

SILICON VALLEY BANK

By: /s/ John Willard
Name: John Willard
Title: SRM

Date: September ‘11

By its execution below, and for the benefit of the Company, SVB Financial Group makes each of the representations and warranties set forth in Article 4 of the Warrant and agrees to all other provisions of the Warrant as of the date hereof.

SVB FINANCIAL GROUP

By: /s/ Scott Newman
Name: Scott Newman
Title: Portfolio & Funding Manager
### LIST OF SUBSIDIARIES OF THE REGISTRANT

<table>
<thead>
<tr>
<th>Name of Subsidiary</th>
<th>State or Other Jurisdiction of Incorporation or Organization</th>
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<tbody>
<tr>
<td>FireEye International, Inc.</td>
<td>Delaware</td>
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<tr>
<td>FireEye UK Ltd.</td>
<td>United Kingdom</td>
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<tr>
<td>FireEye Hong Kong Limited</td>
<td>Hong Kong</td>
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<tr>
<td>FireEye Cybersecurity Private Limited</td>
<td>India</td>
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<td>FireEye Ireland Limited</td>
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<td>FireEye K.K.</td>
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<tr>
<td>FireEye Mexico S.A. de C.V.</td>
<td>Mexico</td>
</tr>
<tr>
<td>FireEye Korea Limited</td>
<td>Republic of Korea</td>
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<tr>
<td>FireEye Singapore Private Limited</td>
<td>Singapore</td>
</tr>
<tr>
<td>FireEye South Africa Pty Ltd.</td>
<td>South Africa</td>
</tr>
</tbody>
</table>
CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated May 14, 2013 (June 27, 2013 as to Note 17), relating to the consolidated financial statements of FireEye, Inc. and subsidiaries appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the heading “Experts” in the Prospectus.

/s/ DELOITTE & TOUCHE LLP

San Jose, California
August 2, 2013