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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

March 6, 2017
Date of Report (Date of Earliest Event Reported)

HEWLETT PACKARD ENTERPRISE COMPANY
(Exact name of registrant as specified in its charter)

DELAWARE	**001-37483**	**47-3298624**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

3000 HANOVER STREET, PALO ALTO, CA	**94304**
(Address of principal executive offices)	**(Zip code)**

(650) 687-5817
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☒ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01. Other Events.

Merger Agreement

On March 6, 2017, Hewlett Packard Enterprise Company, a Delaware corporation (" HPE "), Nebraska Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of HPE (" Merger Sub "), and Nimble Storage, Inc., a Delaware corporation (" Nimble Storage "), entered into a definitive Agreement and Plan of Merger (the " Merger Agreement ").

Pursuant to and subject to the terms and conditions of the Merger Agreement, Merger Sub will commence an all-cash tender offer (the " Offer ") for any and all of Nimble Storage's outstanding shares of common stock, par value $0.001 per share (the " Shares "), at a purchase price of $12.50 per Share (the " Offer Price "), net to the seller in cash, without interest, and subject to any required withholding of taxes. Under the Merger Agreement, Merger Sub is required to commence the Offer within ten business days after the date of the Merger Agreement. The Offer will remain open for a minimum of 20 business days from the date of commencement.

The obligation of Merger Sub to purchase Shares tendered in the Offer is subject to customary closing conditions, including (i) immediately prior to the expiration of the Offer, a number of Shares must have been validly tendered and not validly withdrawn that, when added to the number of Shares (if any) then owned by HPE or Merger Sub, equals at least one Share more than half of all Shares then outstanding, (ii) the expiration or termination of applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (iii) the relevant approvals under the antitrust and competition laws of Germany and Austria have been obtained, (iv) the absence of injunctions or other legal restraints preventing the consummation of the Offer or the Merger (as defined below), (v) the accuracy of the representations and warranties made by Nimble Storage in the Merger Agreement, subject to specified materiality qualifications, (vi) compliance by Nimble Storage with its covenants in the Merger Agreement in all material respects, (vii) the absence of a "Material Adverse Effect" (as defined in the Merger Agreement) on Nimble Storage since the date of the Merger Agreement that is continuing and (viii) the other conditions set forth in Annex I to the Merger Agreement. The consummation of the Offer is not subject to a financing condition and HPE expects to finance the payment of the applicable consideration in the Offer and the Merger with cash on hand.

Following the completion of the Offer, subject to the absence of injunctions or other legal restraints preventing the consummation of the Merger, Merger Sub will merge with and into Nimble Storage, with Nimble Storage surviving the merger as a wholly owned subsidiary of HPE (the " Surviving Corporation "), pursuant to the procedure provided for under Section 251(h) of the Delaware General Corporation Law (the " Merger "). The Merger will be effected as soon as practicable following the acceptance for payment by Merger Sub of Shares validly tendered and not withdrawn in the Offer, without a vote on the adoption of the Merger Agreement by Nimble Storage stockholders.

At the effective time of the Merger (the " Effective Time "), each issued and outstanding Share (other than Shares owned by (i) Nimble Storage, HPE or Merger Sub, which Shares will be canceled and will cease to exist, (ii) any subsidiary of Nimble Storage or any subsidiary of HPE (other than Merger Sub), which Shares will be converted into such number of shares of common stock of the Surviving Corporation so as to maintain relative ownership percentages or (iii) stockholders who validly exercise appraisal rights under Delaware law with respect to such Shares) will be converted into the right to receive an amount in cash equal to the Offer Price, without interest, subject to any required withholding taxes.

Pursuant to the terms of the Merger Agreement, (i) each Nimble Storage stock option that is vested as of immediately prior to the Effective Time (including after giving effect to acceleration of 50% of the unvested Nimble Storage stock options held by Nimble Storage's Chief Executive Officer) will be canceled in exchange for an amount in cash equal to the Offer Price, less the option exercise price, (ii) each other Nimble Storage stock option will be assumed by HPE and converted into an HPE stock option, (iii) each Nimble Storage restricted stock unit held by any non-executive director of Nimble Storage and 50% of the unvested Nimble Storage restricted stock units held by Nimble Storage's Chief Executive Officer will be converted into the right to receive an amount in cash equal to the Offer Price, (iv) each other Nimble Storage restricted stock unit will be assumed by HPE and converted into an HPE restricted stock unit, (v) each share of restricted Nimble Storage common stock will convert into an amount of restricted cash equal to the Offer Price payable over the same vesting schedule as the restricted shares and (vi) each

Nimble Storage restricted stock unit with TSR performance metrics will be converted based on actual performance through three business days prior to the Effective Time into (A) for the pro rata portion of the award that has been earned based on the achievement of the TSR metrics for the period through the three business days prior to the Effective Time (or, in the case of Nimble Storage's Chief Executive Officer, 50% of the earned portion of the award), an immediate cash payment equal to the Offer Price and (B) for the remaining portion of the award earned, HPE service-based restricted stock units.

Pursuant to and subject to the terms and conditions of the Merger Agreement, Nimble Storage has agreed, among other things, (i) to carry on its business in the ordinary course during the period between the execution of the Merger Agreement and the consummation of the Merger; (ii) subject to certain customary exceptions set forth in the Merger Agreement to permit Nimble Storage's board of directors to comply with its fiduciary duties, to recommend that Nimble Storage's stockholders accept the Offer and tender all of their shares pursuant to the Offer; (iii) not to solicit alternative acquisition proposals; and (iv) to certain restrictions on its ability to respond to any unsolicited acquisition proposals. The Merger Agreement also contains customary representations, warranties and covenants of each of Nimble Storage, HPE and Merger Sub.

The Merger Agreement contains certain customary termination rights for both HPE and Nimble Storage, including, among others, by either HPE or Nimble Storage upon the failure of the Offer conditions to be satisfied or validly waived on or before September 6, 2017, subject to extension by either HPE or Nimble Storage to December 6, 2017 if all conditions to the Offer other than the conditions relating to regulatory approvals have been satisfied as of that date.

Upon termination of the Merger Agreement under specified circumstances, including (i) a termination by Nimble Storage to enter into an agreement for an alternative transaction that constitutes a "Superior Proposal" (as defined in the Merger Agreement) or (ii) a termination by HPE due to a change in the Nimble Storage board's recommendation in favor of the Offer, Nimble Storage is required to pay HPE a termination fee of approximately $40.8 million.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the actual terms of the Merger Agreement, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference. The Merger Agreement has been included to provide investors with information regarding its terms and is not intended to provide any financial or other factual information about Nimble Storage, HPE or Merger Sub. In particular, the representations, warranties and covenants contained in the Merger Agreement (i) were made only for purposes of that agreement and as of specific dates, (ii) were made solely for the benefit of the parties to the Merger Agreement, (iii) may be subject to limitations agreed upon by the parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement rather than establishing those matters as facts and (iv) may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures by HPE or Nimble Storage. Accordingly, investors should read the representations and warranties in the Merger Agreement not in isolation but only in conjunction with the other information about HPE or Nimble Storage and their respective subsidiaries that the respective companies include in reports, statements and other filings they make with the U.S. Securities and Exchange Commission (the " SEC ").

Tender and Support Agreement

In connection with the execution of the Merger Agreement, certain stockholders of Nimble Storage (collectively, the " Stockholders ") have entered into a Tender and Support Agreement, dated as of March 6, 2017, with HPE and Merger Sub (the " Support Agreement "). Subject to the terms and conditions of the Support Agreement, the Stockholders have agreed, among other things, to tender their Shares (representing in the aggregate approximately 21% of the total outstanding Shares) into the Offer, and, subject to certain exceptions, not to transfer their shares that are subject to the Support Agreement. The Support Agreement will terminate with respect to each Stockholder upon the first to occur of (i) the valid termination of the Merger Agreement, (ii) the completion of the Merger, (iii) entry into an amendment or modification of the Merger Agreement or any waiver of Nimble Storage's

rights under the Merger Agreement, in each case that results in a decrease in the Offer Price or (iv) the mutual written consent of HPE and such Stockholder.

The foregoing description of the Support Agreement does not purport to be complete and is qualified in its entirety by reference to the Support Agreement, which is filed as Exhibit 99.2 hereto and is incorporated herein by reference.

Communications

On March 7, 2017, HPE issued the following public communications in connection with its announcement of the execution of the Merger Agreement: (i) a press release entitled "HPE to Acquire Nimble Storage to Strengthen Leadership in Hybrid IT," (ii) a blog post by Antonio Neri, Executive Vice President and General Manager of the Enterprise Group, Hewlett Packard Enterprise Company, entitled "Nimble Storage to Extend HPE Industry Leadership in Flash Storage," and (iii) an investor presentation entitled "HPE to Acquire Nimble Storage."

The foregoing communications are attached as Exhibits 99.3, 99.4, and 99.5 hereto, respectively, each of which is incorporated herein by reference.

Additional Information and Where to Find It

The Offer for the outstanding Shares of Nimble Storage has not yet commenced. This Current Report on Form 8-K is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares, nor is it a substitute for the tender offer materials that HPE and Merger Sub will file with the SEC. At the time the tender offer is commenced, HPE and Merger Sub will file tender offer materials on Schedule TO, and thereafter Nimble Storage will file a Solicitation/Recommendation Statement on Schedule 14D-9, with the SEC with respect to the Offer. THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT WILL CONTAIN IMPORTANT INFORMATION. HOLDERS OF SHARES OF NIMBLE STORAGE COMMON STOCK ARE URGED TO READ THESE DOCUMENTS CAREFULLY WHEN THEY BECOME AVAILABLE (AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME) BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION THAT HOLDERS OF SHARES OF NIMBLE STORAGE COMMON STOCK SHOULD CONSIDER BEFORE MAKING ANY DECISION REGARDING TENDERING THEIR SHARES. The Offer to Purchase, the related Letter of Transmittal and certain other tender offer documents, as well as the Solicitation/Recommendation Statement, will be made available to all holders of Shares at no expense to them. The tender offer materials and the Solicitation/Recommendation Statement will be made available for free at the SEC's website at www.sec.gov. Additional copies of the tender offer materials may be obtained for free by directing a written request to Hewlett Packard Enterprise Company, 3000 Hanover Street, Palo Alto, California 94304, Attention: Investor Relations, or by calling (650) 857-2246.

In addition to the Offer to Purchase, the related Letter of Transmittal and certain other tender offer documents, as well as the Solicitation/Recommendation Statement, HPE and Nimble Storage file annual, quarterly and current reports and other information with the SEC. You may read and copy any reports or other information filed by HPE or Nimble Storage at the SEC public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. HPE's and Nimble Storage's filings with the SEC are also available to the public from commercial document-retrieval services and at the SEC's website at www.sec.gov.

Forward-Looking Statements

This document contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such statements involve risks, uncertainties and assumptions. If such risks or uncertainties materialize or such assumptions prove incorrect, the results of HPE and its consolidated subsidiaries could differ materially from those expressed or implied by such forward-looking statements and

assumptions. All statements other than statements of historical fact are statements that could be deemed forward-looking statements, including any statements regarding the expected benefits and costs of the Offer, the Merger and the other transactions contemplated by the Merger Agreement; the expected timing of the completion of the Offer and the Merger; the ability of HPE, Merger Sub and Nimble Storage to complete the Offer and the Merger considering the various conditions to the Offer and the Merger, some of which are outside the parties' control, including those conditions related to regulatory approvals; any statements of expectation or belief; and any statements of assumptions underlying any of the foregoing. Risks, uncertainties and assumptions include the possibility that expected benefits may not materialize as expected; that the Offer and the Merger may not be timely completed, if at all; that, prior to the completion of the transaction, Nimble Storage's business may not perform as expected due to transaction-related uncertainty or other factors; that the parties are unable to successfully implement integration strategies; and other risks that are described in HPE's SEC reports, including but not limited to the risks described in HPE's Annual Report on Form 10-K for its fiscal year ended October 31, 2016. HPE assumes no obligation and does not intend to update these forward-looking statements.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits* . See Exhibit Index.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this current report to be signed on its behalf by the undersigned officer hereunto duly authorized.

HEWLETT PACKARD ENTERPRISE COMPANY

By: /s/ RISHI VARMA
Name: Rishi Varma
Title: Senior Vice President, Deputy General Counsel and Assistant Secretary

Date: March 7, 2017

Exhibit Index

Exhibit No.	Description
99.1	Agreement and Plan of Merger, dated as of March 6, 2017, by and among Hewlett Packard Enterprise Company, Nimble Storage, Inc. and Nebraska Merger Sub, Inc.
99.2	Tender and Support Agreement, dated as of March 6, 2017, by and among Hewlett Packard Enterprise Company, Nebraska Merger Sub, Inc. and each of the persons set forth on Schedule A thereto.
99.3	Press Release of Hewlett Packard Enterprise Company, dated March 7, 2017.
99.4	Blog Post by Antonio Neri, Executive Vice President and General Manager of the Enterprise Group, Hewlett Packard Enterprise Company, dated March 7, 2017.
99.5	Investor Presentation of Hewlett Packard Enterprise Company, dated March 7, 2017.

AGREEMENT AND PLAN OF MERGER

by and among

HEWLETT PACKARD ENTERPRISE COMPANY,

NEBRASKA MERGER SUB, INC.

and

NIMBLE STORAGE, INC.

dated as of

March 6, 2017

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this " Agreement "), dated as of March 6, 2017, is entered into by and among Hewlett Packard Enterprise Company, a Delaware corporation (" Parent "), Nebraska Merger Sub, Inc., a Delaware corporation and a wholly owned Subsidiary of Parent (" Merger Sub "), and Nimble Storage, Inc., a Delaware corporation (the " Company "). Each of Parent, Merger Sub and the Company is referred to herein as a " Party " and together as the " Parties ". Capitalized terms used and not otherwise defined in this Agreement (including Annex I) have the meanings set forth in Article X .

RECITALS

WHEREAS, the board of directors of Parent, by the unanimous vote of the directors present at a meeting called in connection with the approval of this Agreement, and the board of directors of Merger Sub, by unanimous written consent, have (i) determined that this Agreement and the transactions contemplated hereby, including the Offer and the Merger, are in the best interests of their respective stockholders and (ii) approved this Agreement and the transactions contemplated hereby, including the Offer and the Merger, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the board of directors of the Company (the " Company Board ") has unanimously (i) authorized and approved the execution, delivery and performance of this Agreement, (ii) declared that this Agreement and the transactions contemplated hereby, including the Offer and the Merger, are fair to and in the best interests of the stockholders of the Company, (iii) approved and declared advisable this Agreement, the Offer, the Merger and the other transactions contemplated by this Agreement and (iv) resolved to recommend that the stockholders of the Company accept the Offer and tender all of their shares of Company Common Stock pursuant to the Offer, in each case on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Parent proposes to cause Merger Sub to commence a tender offer (as it may be extended or amended from time to time as permitted under this Agreement, the " Offer ") to purchase all the outstanding shares of common stock, par value $0.001 per share, of the Company (the " Company Common Stock ") at a price per share of Company Common Stock equal to $12.50, without interest (such amount, or any other amount per share paid pursuant to the Offer and this Agreement, the " Offer Price "), payable net to the seller thereof in cash, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, following the consummation of the Offer, in accordance with Section 251(h) (" Section 251(h) ") of the General Corporation Law of the State of Delaware (the " DGCL "), Merger Sub will merge with and into the Company, with the Company continuing as the surviving corporation in the merger (the " Merger "), upon the terms and subject to the conditions set forth in this Agreement, pursuant to which, except as expressly provided in Section 3.01 , each issued and outstanding share of Company Common Stock immediately prior to the Effective Time will be canceled and converted into the right to receive the Offer Price;

WHEREAS, the Parties acknowledge and agree that the Merger shall be governed and effected under Section 251(h);

WHEREAS, as a condition and inducement to the willingness of Parent and Merger Sub to enter into this Agreement, certain stockholders of the Company are entering into a tender and support agreement with Parent (the " Support Agreement ") simultaneously with the execution and delivery of this Agreement covering, in the aggregate, approximately 21.1% of the outstanding shares of Company Common Stock; and

WHEREAS Parent, Merger Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Offer and the Merger and also to prescribe various conditions to the Offer and the Merger.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained in this Agreement, and subject to the conditions set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Article I

THE OFFER

Section 1.01. The Offer .

(a) *Commencement of the Offer* . Subject to the terms and conditions of this Agreement and provided that the Company shall have complied in all material respects with its obligations set forth in Section 1.01 (g) and Section 1.02 , as promptly as reasonably practicable (and, in any event, within ten (10) Business Days after the date hereof), Merger Sub shall, and Parent shall cause Merger Sub to, commence (within the meaning of Rule 14d-2 under the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the " Exchange Act ")) the Offer to purchase all of the outstanding shares of Company Common Stock at a price per share equal to the Offer Price (as adjusted as provided in Section 1.01(c) , if applicable).

(b) *Terms and Conditions of the Offer* . The respective obligations of Merger Sub to, and of Parent to cause Merger Sub to, irrevocably accept for payment, and pay for, any shares of Company Common Stock validly tendered pursuant to the Offer (and not validly withdrawn) are subject only to the conditions set forth in Annex I (the " Offer Conditions ") (without limiting the right of Merger Sub to terminate, extend or modify the Offer to the extent permitted under and in accordance with the terms of this Agreement). The Offer Conditions are for the sole benefit of Parent and Merger Sub, and Parent and Merger Sub may waive, in whole or in part, any Offer Condition at any time and from time to time, in their sole and absolute discretion, other than the Minimum Tender Condition, which may be waived by Parent and Merger Sub only with the prior written consent of the Company in its sole and absolute discretion. Parent and Merger Sub expressly reserve the right to increase the Offer Price or to waive or make any other changes to the terms and conditions of the Offer; provided that unless otherwise expressly provided herein or previously approved by the Company in writing (in its sole and absolute discretion), Merger Sub shall not, and Parent shall not permit Merger Sub to, (i) reduce the number of shares of Company Common Stock sought to be purchased in the Offer, (ii) reduce the Offer Price, (iii) change the form of consideration payable in the Offer, (iv) amend, modify or waive the Minimum Tender Condition, the Regulatory Condition, the Restraint Condition or the Termination Condition, (v) add to the Offer Conditions or amend, modify or supplement the Offer, including any Offer Condition, in any manner adverse to the Company or any holder of Company Common Stock or in any manner that would reasonably be expected to prevent or materially delay the consummation of the Offer or the Merger or (vi) extend or otherwise change the expiration date of the Offer in any manner other than in accordance with the terms of Section 1.01 (d).

(c) *Adjustments* . The Offer Price and the Merger Consideration shall be equitably adjusted to reflect the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Company Common Stock), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Company Common Stock occurring on or after the date hereof and prior to the Effective Time, and such adjustment to the Offer Price and the Merger Consideration shall provide to the holders of Company Common Stock the same economic effect as contemplated by this Agreement prior to such action; provided that nothing in this Section 1.01(c) shall be construed to permit the Company to take any action that is prohibited by the terms of this Agreement.

(d) *Expiration and Extension of the Offer* . The Offer shall initially be scheduled to expire at midnight, New York City time, at the end of the twentieth (20 th) Business Day (determined in accordance with Rule 14d-1(g)(3) under the Exchange Act) following the commencement (within the meaning of Rule 14d-2

under the Exchange Act) of the Offer. Merger Sub shall (and Parent shall cause Merger Sub to) extend the Offer for any period required by applicable Law, including any rule, regulation, interpretation or position of the U.S. Securities and Exchange Commission (the " SEC ") or the staff thereof applicable to the Offer. If on any then-scheduled expiration date of the Offer, any of the Offer Conditions shall not have been satisfied or, to the extent waivable by Parent or Merger Sub, waived by Parent or Merger Sub, Merger Sub shall (and Parent shall cause Merger Sub to), subject to Parent's right to terminate this Agreement pursuant to Section 9.01 , extend the Offer on one or more occasions, in consecutive increments of at least two (2) Business Days each but no more than ten (10) Business Days each (with the length of any such extension to be determined by Parent in its sole and absolute discretion), until such time as such Offer Conditions are satisfied. Notwithstanding anything to the contrary in this Agreement, Merger Sub shall not be required to extend the Offer beyond the earliest to occur of (i) the valid termination of this Agreement pursuant to Section 9.01 and (ii) the Outside Date, and Merger Sub shall not extend the Offer beyond the Outside Date without the Company's prior written consent. Nothing in this Section 1.01(d) shall be deemed to impair, limit or otherwise restrict in any manner the right of the Company, Parent or Merger Sub to terminate this Agreement pursuant to Section 9.01 .

(e) *Payment* . On the terms specified herein and subject to the satisfaction or, to the extent waivable by Parent or Merger Sub, waiver by Parent or Merger Sub of the Offer Conditions, Merger Sub shall, and Parent shall cause Merger Sub to, at the closing of the Offer (" Offer Closing "), irrevocably accept for payment (such time of acceptance, the " Acceptance Time "), and pay for, all shares of Company Common Stock validly tendered (and not validly withdrawn) pursuant to the Offer as promptly as practicable after the applicable expiration date of the Offer (as it may be extended in accordance with Section 1.01(d)) and in any event in compliance with Rule 14e-1(c) promulgated under the Exchange Act.

(f) *Termination of the Offer* . Merger Sub shall not terminate or withdraw the Offer prior to any scheduled expiration date of the Offer (as it may be extended in accordance with Section 1.01(d)) without the prior written consent of the Company in its sole and absolute discretion; provided that notwithstanding anything to the contrary herein, if this Agreement is validly terminated pursuant to Section 9.01 prior to the Acceptance Time, then Merger Sub shall promptly terminate the Offer and shall not purchase any shares of Company Common Stock pursuant thereto. If the Offer is terminated by Merger Sub, or if this Agreement is terminated in accordance with Section 9.01 prior to the Acceptance Time, Merger Sub shall promptly return, and shall cause any depository acting on behalf of Merger Sub to return, all tendered shares of Company Common Stock to the registered holders thereof in accordance with applicable Law.

(g) *Offer Documents* . On the date of commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer, Parent and Merger Sub shall file with the SEC a Schedule TO with respect to the Offer (together with all amendments, supplements and exhibits thereto, the " Schedule TO "), which shall include as exhibits an offer to purchase and a related letter of transmittal, a summary advertisement and other ancillary Offer documents pursuant to which the Offer will be made (such Schedule TO and the documents attached as exhibits thereto, together with any supplements or amendments thereto, the " Offer Documents "), and promptly thereafter shall disseminate the Offer Documents to all holders of Company Common Stock as and to the extent required by applicable U.S. federal securities Laws. Merger Sub shall, and Parent shall cause Merger Sub to, cause the Offer Documents to comply as to form in all material respects with the requirements of applicable Laws. The Company and Parent shall cooperate to cause the Schedule 14D-9 to be mailed or otherwise disseminated together with the Offer Documents to the holders of Company Common Stock. The Company shall promptly furnish to Parent and Merger Sub all information concerning the Company and its Subsidiaries that may be required by applicable U.S. federal securities Laws or reasonably requested by Parent or Merger Sub for inclusion in the Offer Documents. The Company hereby consents to the inclusion in the Offer Documents of the Recommendation of the Company Board. Each of Parent, Merger Sub and the Company shall promptly correct any information provided by it for use in the Offer Documents if and to the extent that such information shall have become inaccurate, false or misleading in any material respect. Parent and Merger Sub shall take all steps necessary to cause the Offer Documents, as so corrected, to be filed with the SEC and the Offer Documents, as so corrected, to be disseminated to all holders of Company Common Stock, in each case as soon as reasonably

practicable and as and to the extent required by applicable U.S. federal securities Laws. Except to the extent related to a Takeover Proposal or an Adverse Recommendation Change occurring after the date hereof (including Parent's or Merger Sub's response thereto), (i) prior to the filing of the Offer Documents (including any amendment or supplement thereto) or the dissemination thereof to the holders of Company Common Stock, Parent and Merger Sub shall provide the Company a reasonable opportunity to review and to propose comments on such documents (and shall in good faith give reasonable consideration to any such comments received from the Company or its Representatives), (ii) Parent and Merger Sub shall promptly notify the Company upon the receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Offer Documents, and shall provide the Company with copies of all written correspondence, and telephonic notification of any material oral communications, between Parent, Merger Sub and their respective Representatives, on the one hand, and the SEC or its staff, on the other hand, with respect thereto, and (iii) Parent and Merger Sub shall reasonably consult with and provide the Company and its counsel a reasonable opportunity to participate in the formulation of any written response to any such written comments of the SEC or its staff, including giving reasonable consideration in good faith to any comments provided by the Company or its Representatives on such response. Parent and Merger Sub shall use reasonable best efforts to respond as promptly as reasonably practicable to any comments of the SEC or its staff with respect to the Offer Documents.

(h) *Withholding* . Notwithstanding anything herein to the contrary, Parent, Merger Sub, the Surviving Corporation and the Paying Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to the Offer, the Merger or otherwise pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the " Code "), or any other provision of applicable Law. To the extent that amounts are so withheld and paid over to the appropriate Governmental Authority by or on behalf of Parent, Merger Sub or the Paying Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of which such deduction and withholding was made.

Section 1.02. Company Actions .

(a) *Schedule 14D-9* . On the date of the initial filing of the Schedule TO, the Company shall file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9 with respect to the Offer (such Schedule 14D-9, together with any supplements or amendments thereto, the " Schedule 14D-9 "), which shall describe and make the Recommendation of the Company Board with respect to the Offer (subject to there not having been an Adverse Recommendation Change), and promptly thereafter the Company shall disseminate the Schedule 14D-9 to all holders of Company Common Stock as and to the extent required by applicable U.S. federal securities Laws. The Company shall also include in the Schedule 14D-9 the Fairness Opinion and the notice and other information required by Section 262(d)(2) of the DGCL. The Company shall cause the Schedule 14D-9 to comply as to form in all material respects with the requirements of applicable Laws. Parent and Merger Sub shall promptly furnish to the Company in writing all information concerning Parent and Merger Sub that may be required by applicable U.S. federal securities Laws or reasonably requested by the Company for inclusion in the Schedule 14D-9. Each of Parent, Merger Sub and the Company shall promptly correct any information provided by it for use in the Schedule 14D-9 if and to the extent that such information shall have become inaccurate, false or misleading in any material respect. The Company shall take all steps necessary to cause the Schedule 14D-9, as so corrected, to be filed with the SEC and the Schedule 14D-9, as so corrected, to be disseminated to all holders of Company Common Stock, in each case as soon as reasonably practicable and as and to the extent required by applicable U.S. federal securities Laws. Except to the extent related to a Takeover Proposal or an Adverse Recommendation Change occurring after the date hereof, (i) prior to the filing of the Schedule 14D-9 (including any amendment or supplement thereto) or the dissemination thereof to the holders of Company Common Stock, the Company shall provide Parent and Merger Sub a reasonable opportunity to review and to propose comments on such documents (and shall in good faith give reasonable consideration to any comments provided by Parent or its Representatives), (ii) the Company shall promptly notify Parent and Merger Sub upon the receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Schedule 14D-9, and shall provide Parent and Merger Sub with copies of all

written correspondence, and telephonic notification of any material oral communications, between the Company and its Representatives, on the one hand, and the SEC or its staff, on the other hand, with respect thereto, and (iii) the Company shall reasonably consult with and provide Parent and Merger Sub and their respective counsel a reasonable opportunity to participate in the formulation of any written response to any such written comments of the SEC or its staff, including giving reasonable consideration in good faith to any comments provided by Parent or its Representatives on such response. The Company shall use reasonable best efforts to respond as promptly as reasonably practicable to any comments of the SEC or its staff with respect to the Schedule 14D-9.

(b) *Stockholder Lists*. In connection with the Offer and the Merger, the Company shall instruct its transfer agent to, and shall use its commercially reasonable efforts to cause its transfer agent to, promptly furnish Merger Sub with mailing labels containing the names and addresses of all record and beneficial holders of Company Common Stock as of the most recent practicable date and of all those persons becoming record holders subsequent to such date, together with copies of a list of the stockholders of the Company, security position listings, any available computer file and all other information in the transfer agent's possession or control regarding the names and addresses of record and beneficial owners of Company Common Stock that Parent or Merger Sub may reasonably request for the purpose of communicating the Offer to all record and beneficial holders of Company Common Stock, and shall furnish to Merger Sub such information (including updated lists of stockholders, security position listings and computer files) and assistance as Parent or Merger Sub may reasonably request for the purpose of communicating the Offer to all record and beneficial holders of Company Common Stock. Subject to the requirements of applicable Law, and except for such steps as are necessary to disseminate the Offer Documents and any other documents necessary to consummate the transactions contemplated by this Agreement, Parent and Merger Sub shall not use or disclose the information contained in any such labels, lists, listings and files other than in connection with the Offer and the Merger and, if this Agreement shall be terminated, shall, upon request, deliver to the Company or (at Parent's election) destroy all copies of such information then in their possession or control in accordance with the Confidentiality Agreement.

(c) *Purchased Shares*. The Company shall register (and shall cause its transfer agent to register) the transfer of shares of Company Common Stock accepted for payment by Merger Sub effective immediately after the Acceptance Time.

Article II

THE MERGER

Section 2.01. The Merger. Upon the terms and subject to the conditions set forth herein, and in accordance with the DGCL, Merger Sub shall be merged with and into the Company at the Effective Time. Following the Effective Time, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation in the Merger (the "Surviving Corporation"). The Merger shall be governed by Section 251(h) and the Merger shall be effected as soon as practicable following the Offer Closing without a vote on the adoption of this Agreement by the stockholders of the Company.

Section 2.02. Closing. The closing of the Merger (the "Merger Closing") shall take place on the date of, or as soon as reasonably practicable following (but subject to), the Offer Closing, at the offices of Wachtell, Lipton, Rosen & Katz, located at 51 West 52nd Street, New York, New York 10019 (or remotely via the electronic exchange of documents), unless another time, date or place is agreed in writing by Parent and the Company. The date on which the Merger Closing occurs is referred to herein as the "Merger Closing Date".

Section 2.03. Effective Time. Subject to the provisions of this Agreement, as promptly as reasonably practicable on the Merger Closing Date, the Parties shall file a certificate of ownership and merger or a certificate of merger (in either case, the "Certificate of Merger") in such form as is required by, and executed and acknowledged in accordance with, the relevant provisions of the DGCL, and shall make all other filings and recordings required under the DGCL to effect the Merger. The Merger shall become effective on such date and

time as the Certificate of Merger is filed with the Secretary of State of the State of Delaware or at such other date and time as Parent and the Company shall agree and specify in the Certificate of Merger. The date and time at which the Merger becomes effective is referred to herein as the " Effective Time ".

Section 2.04. Effects of the Merger . The Merger shall have the effects set forth herein and in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, from and after the Effective Time, the Surviving Corporation shall possess all properties, rights, privileges, powers and franchises of the Company and Merger Sub, and all of the claims, obligations, liabilities, debts and duties of the Company and Merger Sub shall become the claims, obligations, liabilities, debts and duties of the Surviving Corporation.

Section 2.05. Certificate of Incorporation and Bylaws .

(a) At the Effective Time, the certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation (the " Surviving Corporation Certificate of Incorporation "), except that the name of the Surviving Corporation shall be "Nimble Storage, Inc." and subject to Section 7.05 , until thereafter changed or amended as provided therein or by applicable Law.

(b) The bylaws of Merger Sub as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation, except that the name of the Surviving Corporation shall be "Nimble Storage, Inc." and subject to Section 7.05 , until thereafter changed or amended as provided therein or by applicable Law.

Section 2.06. Directors . Subject to applicable Law and the other terms and conditions of this Agreement, each of the Parties shall take all necessary action to ensure that the Company Board from the Acceptance Time until immediately prior to the Effective Time shall consist of the directors of the Company as of immediately prior to the Acceptance Time. Subject to applicable Law, each of the Parties shall take all necessary action to ensure that the board of directors of the Surviving Corporation effective as of, and immediately following, the Effective Time shall consist of the members of the board of directors of Merger Sub immediately prior to the Effective Time, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors shall have been duly elected, designated or qualified, or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation. The Company shall use commercially reasonable efforts to cause each director of the Company immediately prior to the Effective Time to execute and deliver a letter effectuating his or her resignation as a member of the Company Board to be effective as of the Effective Time (and, if and to the extent reasonably requested by Parent at least five (5) days prior to the Merger Closing Date, will also use commercially reasonable efforts to obtain letters of resignation, effective as of the Effective Time, from any directors of any Subsidiary).

Section 2.07. Officers . From and after the Effective Time, the officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

Section 2.08. Taking of Necessary Action . If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the Surviving Corporation, the board of directors of the Surviving Corporation and officers of the Surviving Corporation shall take all such lawful and necessary action, consistent with this Agreement, on behalf of the Company, Merger Sub and the Surviving Corporation.

Article III

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

Section 3.01. Effect on Capital Stock . At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Parent, Merger Sub or the holders of any shares of Company Common Stock or any other capital stock of the Company, or any shares of capital stock of Parent or Merger Sub:

(a) *Capital Stock of Merger Sub* . Each share of capital stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

(b) *Cancellation of Treasury Stock and Parent-Owned Company Common Stock; Conversion of Certain Subsidiary Owned Shares* . Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time that is at such time owned (i) by the Company as treasury stock or (ii) by Parent or Merger Sub, in each case shall be automatically canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor. Shares of Company Common Stock issued and outstanding immediately prior to the Effective Time that are held by any wholly owned Subsidiary of the Company or any wholly owned Subsidiary of Parent (other than Merger Sub) will automatically be converted into such number of fully paid and non-assessable shares of common stock of the Surviving Corporation such that the ownership percentage of any such Subsidiary in the Surviving Corporation immediately following the Effective Time shall equal the ownership percentage of such Subsidiary in the Company immediately prior to the Effective Time.

(c) *Conversion of Company Common Stock* . Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (excluding (i) shares of Company Common Stock to be canceled or converted in accordance with Section 3.01(b) and (ii) except as provided in Section 3.01(d) , the Appraisal Shares) shall be converted into the right to receive the Offer Price in cash, without interest (the " Merger Consideration "). At the Effective Time, all such shares of Company Common Stock shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each holder of a certificate (each such certificate, a " Certificate "), and/or each holder of Book-Entry Shares, that, in either case, immediately prior to the Effective Time represented any such shares of Company Common Stock shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration.

(d) *Appraisal Rights* . Notwithstanding anything herein to the contrary, shares of Company Common Stock issued and outstanding immediately prior to the Effective Time that are held by any holder who is entitled to demand, and properly demands, appraisal of such shares pursuant to, and who complies in all respects with, the provisions of Section 262 of the DGCL (collectively, the " Appraisal Shares ") shall not be converted into the right to receive the Merger Consideration as provided in Section 3.01(c) , but instead such holder shall be entitled to payment of the fair value of such shares in accordance with the provisions of Section 262 of the DGCL. At the Effective Time, the Appraisal Shares shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each holder of Appraisal Shares shall cease to have any rights with respect thereto, except the right to receive the fair value of such Appraisal Shares in accordance with the provisions of Section 262 of the DGCL. Notwithstanding the foregoing, if any such holder shall fail to perfect or otherwise shall waive, withdraw or lose the right to appraisal under Section 262 of the DGCL or a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 262 of the DGCL, then the right of such holder to be paid the fair value of such holder's Appraisal Shares under Section 262 of the DGCL shall cease and such Appraisal Shares shall be deemed to convert (or have been converted) at the Effective Time into, and shall become, the right to receive the Merger Consideration as provided in Section 3.01(c) , without any interest thereon. The Company shall give prompt notice to Parent of any demands for appraisal of any shares of Company Common Stock or written threats thereof, any withdrawals of such demands and any other instruments served pursuant to the DGCL received by the Company, and Parent shall have the right to participate in and direct all negotiations and Actions with respect to such demands. Prior to the Effective Time, the Company shall

not, without the prior written consent of Parent, voluntarily make any payment with respect to, or settle or offer to settle, any such demands, or agree to do or commit to do any of the foregoing.

Section 3.02. Exchange Fund and Payment Procedures .

(a) *Paying Agent* . Prior to the Merger Closing Date, Parent shall appoint a bank or trust company reasonably acceptable to the Company to act as paying agent (the " Paying Agent ") for the payment of the Merger Consideration in accordance with this Article III and, in connection therewith, shall enter into an agreement with the Paying Agent in a form reasonably acceptable to the Company. On or prior to the Merger Closing Date, Parent, on behalf of Merger Sub, shall deposit with the Paying Agent cash in an amount sufficient to pay the aggregate Merger Consideration as required to be paid pursuant to this Agreement (such cash being hereinafter referred to as the " Exchange Fund "). Subject to Section 3.02(g) , the Exchange Fund shall not be used for any other purpose.

(b) *Certificate Exchange Procedures* . As promptly as reasonably practicable after the Effective Time (and in any event within three (3) Business Days thereafter), Parent shall cause the Paying Agent to mail to each holder of record of a Certificate (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Paying Agent and which shall otherwise be in customary form), and (ii) instructions for use in effecting the surrender of the Certificates (or affidavits of loss in lieu thereof) in exchange for the Merger Consideration payable for each such share of Company Common Stock covered by such Certificates. Each holder of record of a Certificate shall, upon surrender to the Paying Agent of such Certificate, together with such letter of transmittal, duly executed, and such other documents as may reasonably be required by the Paying Agent, be entitled to receive in exchange therefor the amount of cash which the number of shares of Company Common Stock previously represented by such Certificate shall have been converted into the right to receive pursuant to Section 3.01(c) , and the Certificate so surrendered shall forthwith be canceled. In the event of a transfer of ownership of Company Common Stock that is not registered in the transfer records of the Company, payment of the Merger Consideration may be made to a person other than the person in whose name the Certificate so surrendered is registered if such Certificate shall be properly endorsed or otherwise be in proper form for transfer and the person requesting such payment shall pay any transfer or other similar Taxes required by reason of the payment of the Merger Consideration to a person other than the registered holder of such Certificate or establish to the reasonable satisfaction of Parent that such Tax has been paid or is not applicable. Until surrendered as contemplated by this Section 3.02(b) , each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration that the holder thereof has the right to receive in respect of such Certificate pursuant to this Article III . No interest shall be paid or will accrue on any cash payable to holders of Certificates pursuant to the provisions of this Article III .

(c) *Book-Entry Shares* . With respect to uncertificated shares of Company Common Stock held in book-entry form (" Book-Entry Shares "), Parent and the Company shall cooperate to establish procedures with the Paying Agent and each holder of Book-Entry Shares to ensure that the Paying Agent will transmit to such holder or its nominees, upon surrender of Book-Entry Shares held of record by such holder or its nominees in accordance with customary surrender procedures (including receipt by the Paying Agent of an "agent's message" in customary form and/or such other evidence, if any, of transfer as the Paying Agent may reasonably request), the Merger Consideration for each such Book-Entry Share pursuant to and in accordance with the terms of this Agreement, and each such Book-Entry Share shall forthwith be canceled. Payment of the Merger Consideration with respect to any Book-Entry Share shall only be made to the person in whose name such Book-Entry Share is registered.

(d) *No Further Transfers of or Ownership Rights in Company Common Stock* . All cash paid upon the surrender of Certificates or cancellation of Book-Entry Shares in accordance with the terms of this Article III shall be deemed to have been paid in full satisfaction of all rights pertaining to the shares of Company Common Stock formerly represented by such Certificates or Book-Entry Shares, as the case may be. At the close of

business on the day on which the Effective Time occurs, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificate is presented to the Surviving Corporation for transfer, it shall be canceled against delivery of cash to the holder thereof as provided in this Article III .

(e) *Termination of the Exchange Fund* . Any portion of the Exchange Fund that remains undistributed to the holders of the Certificates or Book-Entry Shares twelve (12) months after the Effective Time shall be delivered to Parent, upon demand, and any holders of the Certificates or Book-Entry Shares who have not theretofore complied with this Article III shall thereafter look only to the Surviving Corporation for, and the Surviving Corporation shall remain liable for, payment of their claims for the Merger Consideration pursuant to the provisions of this Article III .

(f) *No Liability* . None of Parent, Merger Sub, the Company, the Surviving Corporation or the Paying Agent shall be liable to any person in respect of any cash from the Exchange Fund delivered to a public official in compliance with any applicable state, federal or other abandoned property, escheat or similar Law. If any Certificate shall not have been surrendered prior to the date on which the applicable Merger Consideration would escheat to or become the property of any Governmental Authority, any such Merger Consideration shall, to the extent permitted by applicable Law, immediately prior to such time become the property of Parent, free and clear of all claims or interest of any person previously entitled thereto.

(g) *Investment of Exchange Fund* . The Paying Agent shall invest the cash in the Exchange Fund as directed by Parent. Any interest and other income resulting from such investments shall be paid solely to Parent. No investment losses resulting from investment of the Exchange Fund shall diminish the rights of any holder of Certificates or Book-Entry Shares to receive the Merger Consideration as provided herein.

(h) *Lost Certificates* . If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such person of a bond in such reasonable amount as Parent may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Paying Agent shall deliver in exchange for such lost, stolen or destroyed Certificate the applicable Merger Consideration.

Section 3.03. Company Equity Awards .

(a) *Treatment of Company Stock Options* .

(i) Effective as of the Effective Time, (A) each then-outstanding, vested and unexercised Company Stock Option and (B) 50% of the unvested portion of each then-outstanding Company Stock Option held, immediately prior to the Effective Time, by the individual set forth in Section 3.03(a) of the Company Disclosure Letter (each, a " Cash-Out Option ") shall automatically be canceled and converted into the right to receive an amount of cash from the Surviving Corporation equal to the product of (1) the total number of shares of Company Common Stock then underlying such Cash-Out Option multiplied by (2) the excess, if any, of the Merger Consideration over the exercise price per share of Company Common Stock of such Cash-Out Option, without any interest thereon, and subject to all applicable Tax withholdings. The Surviving Corporation shall pay the amounts set forth in this Section 3.03(a)(i) within five (5) Business Days following the Effective Time.

(ii) Effective as of the Effective Time, each then-outstanding Company Stock Option other than a Cash-Out Option or an Underwater Option (each, a " Roll-Over Option ") shall be assumed by Parent and shall be converted into an option (a " Parent Stock Option ") to acquire (A) that number of whole shares of Parent common stock, par value $0.01 per share ("Parent Common Stock") (rounded down to the nearest whole number of shares) equal to the product of (1) the number of shares of Company Common Stock underlying such Roll-Over Option immediately prior to the Effective Time multiplied by (2) the Equity Award Exchange Ratio, (B) at an

exercise price per share of Parent Common Stock (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (1) the exercise price per share of Company Common Stock of such Roll-Over Option by (2) the Equity Award Exchange Ratio. Except as otherwise provided in this Section 3.03(a)(ii), each such Parent Stock Option shall continue to have, and shall be subject to, the same terms and conditions as applied to the corresponding Roll-Over Option immediately prior to the Effective Time (including all applicable vesting acceleration provisions).

(iii) For the avoidance of doubt, all Company Stock Options, whether vested or unvested, that are outstanding and unexercised as of the Effective Time with an exercise price per share that equals or exceeds the Merger Consideration (each, an "Underwater Option") will not be assumed by Parent and shall automatically be canceled and terminated without consideration upon the Effective Time.

(b) *Treatment of Company RSUs*.

(i) Effective as of immediately prior to the Effective Time, each Company RSU held by a non-employee director of the Company and 50% of the Company RSUs held by the individual set forth on Section 3.03(a) of the Company Disclosure Letter (all of the foregoing, the "Cash-Out RSUs") that, in each case, are then-outstanding and unvested shall vest in full and automatically be canceled and converted into the right to receive an amount of cash from the Surviving Corporation equal to the product of (A) the total number of shares of Company Common Stock then underlying such Cash-Out RSU multiplied by (B) the Merger Consideration, without any interest thereon, and subject to all applicable Tax withholdings. The Surviving Corporation shall pay the amounts set forth in this Section 3.03(b)(i) within five (5) Business Days following the Effective Time or such later time as is required to comply with the requirements of Section 409A of the Code.

(ii) Effective as of the Effective Time, each Company RSU other than a Cash-Out RSU (each, a "Roll-Over RSU") that is then-outstanding and unvested shall be assumed by the Parent and shall be converted into a restricted stock unit award that corresponds to Parent Common Stock (a "Parent RSU") with respect to a number of shares of Parent Common Stock (rounded to the nearest whole number of shares) equal to the product of (A) the number of shares of Company Common Stock underlying such Roll-Over RSU multiplied by (B) the Equity Award Exchange Ratio. Except as otherwise provided in this Section 3.03(b)(ii), each such Parent RSU shall continue to have, and shall be subject to, the same terms and conditions as applied to the corresponding Roll-Over RSU immediately prior to the Effective Time (including all applicable vesting acceleration provisions).

(c) *Treatment of Company RSAs*. Effective as of the Effective Time, each Company RSA that is then-outstanding and unvested shall be assumed by the Parent and shall be converted into an award representing the right to receive, on the same vesting schedule as the corresponding Company RSA, an amount in cash (a "Parent Cash Award") equal to (A) the number of shares of Company Common Stock underlying such Company RSA multiplied by (B) the Merger Consideration, without any interest thereon, and subject to all applicable Tax withholdings. Except as otherwise provided in this Section 3.03(c), each such Parent Cash Award shall continue to have, and shall be subject to, the same terms and conditions as applied to the corresponding Company RSA immediately prior to the Effective Time (including all applicable vesting acceleration provisions).

(d) *Treatment of Company MSUs*.

(i) Effective as of immediately prior to the Effective Time, each Company MSU that is then-outstanding and unvested shall automatically be canceled and converted into: (A) the right to receive an amount of cash from the Surviving Corporation equal to the product of (1) the Cash Out Number multiplied by (2) the Merger Consideration, without any interest thereon, and subject to all applicable Tax withholdings, and (B) a Parent RSU with respect to a number of shares of Parent Common Stock (rounded to the nearest whole number of shares) equal to the product of (1) the Rollover Number multiplied by (2) the Equity Award Exchange Ratio. The Surviving Corporation shall pay the amounts set forth in Section 3.03(d)(i)(A) within five (5) Business Days

following the Effective Time or such later time as is required to comply with the requirements of Section 409A of the Code. Except as otherwise provided in Section 3.03(d)(i)(B) , each such Parent RSU shall continue to have, and shall be subject to, the same terms and conditions as applied to the corresponding Company MSU immediately prior to the Effective Time (including all applicable vesting acceleration provisions); provided that all such Parent RSUs shall be subject to service-based vesting only and shall no longer be subject to any performance-based vesting criteria.

(ii) For purposes of this Section 3.03(d) : (A) " Total Number " means, for each Company MSU, (1) the number of shares of Company Common Stock earned with respect to such Company MSU as determined in accordance with the applicable award agreements and based on the actual achievement of relative TSR during the Short Performance Period, determined using the following inputs: (x) Company TSR computed by comparing (I) the value of the Merger Consideration to (II) the average closing price of the Company Common Stock during the First Measurement Period and (y) TSR of the Russell 2000 Index computed by comparing (I) the average closing price of the Russell 2000 Index during the Last Measurement Period to (II) the average closing price of the Russell 2000 Index during the First Measurement Period, minus (2) the number of shares of Company Common Stock corresponding to such Company MSU that vested on March 10, 2017; (B) " Short Performance Period " means the portion of the applicable three year performance period that has elapsed as of the date that is three (3) Business Days prior to the Merger Closing Date; (C) " First Measurement Period " means the thirty (30) calendar days immediately before the beginning of the Short Performance Period; (D) " Last Measurement Period " means the thirty (30) calendar days ending on the date that is three (3) Business Days prior to the Merger Closing Date; (E) " Cash Out Number " means, for each Company MSU, the number of shares of Company Common Stock (rounded up to the nearest whole number of shares) equal to the product obtained by multiplying (1) the Total Number by (2) a fraction, the numerator of which is (x) the number of days that have elapsed during the applicable three-year performance period through the Merger Closing Date and (y) the denominator of which is 1,095; provided , however that the Cash Out Number for each Company MSU held by the individual set forth in Section 3.03(a) of the Company Disclosure Letter shall equal 50% of the Total Number corresponding to such Company MSU; and (F) " Rollover Number " means, for each Company MSU, the number of shares of Company Common Stock equal to (1) the Total Number minus (2) the Cash Out Number. For the avoidance of doubt, any portion of a Company MSU that is not deemed to be earned in accordance with this Section 3.03(d) will be terminated as of the Effective Time for no consideration.

(e) *Treatment of Employee Stock Purchase Plan* . With respect to the Company's 2013 Employee Stock Purchase Plan (the " ESPP "), as soon as practicable following the date hereof, the Company Board (or a committee thereof) will adopt resolutions or take other actions as may be required to provide that (i) each Offering Period (as defined in the ESPP) in effect as of the date hereof (the " Final Offering Period ") shall be the final Offering Period under the ESPP, and (ii) each individual participating in the Final Offering Period will not be permitted to (A) increase his or her payroll contribution rate pursuant to the ESPP from the rate in effect as of the date hereof or (B) make separate non-payroll contributions to the ESPP on or following the date hereof, except as may be required by applicable Law. If the Final Offering Period has not ended prior to the Effective Time, then, prior to the Effective Time, the Company will take all action that may be necessary to, effective no later than the consummation of the Merger, (1) cause the Final Offering Period to be terminated no later than one (1) Business Day prior to the date on which the Effective Time occurs; (2) make any pro rata adjustments that may be necessary to reflect the shortened Final Offering Period, but otherwise treat such shortened Final Offering Period as a fully effective and completed Offering Period for all purposes pursuant to the ESPP; and (3) cause the exercise (as of no later than one (1) Business Day prior to the date on which the Effective Time occurs) of each outstanding purchase right pursuant to the ESPP. On such exercise date for the Final Offering Period, the Company will apply the funds credited as of such date pursuant to the ESPP within each participant's payroll withholding account to the purchase of whole shares of Company Common Stock in accordance with the terms of the ESPP. Immediately prior to and effective as of the Effective Time (but subject to the consummation of the Merger), the Company will terminate the ESPP.

(f) *Resolutions*. As soon as reasonably practicable following the date hereof, and in any event prior to the initially scheduled date of expiration of the Offer, the Company Board (or, if appropriate, any committee administering the Company Stock Plans) shall adopt such resolutions and take such other actions as may be required to terminate each of the Company Stock Plans and to effectuate the actions contemplated by this Section 3.03.

(g) *Parent Actions*. At the Effective Time, the Parent shall assume all the obligations of the Company under the Company Stock Plans, each outstanding Parent Stock Option, Parent RSU and Parent Cash Award, and the agreements evidencing the grants thereof, and the number and kind of shares available for issuance under each Company Stock Plan shall be adjusted to reflect shares of Parent Common Stock in accordance with the provisions of the applicable Company Stock Plan.

Article IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except (i) as disclosed in any report or other document filed with the SEC by the Company, or incorporated by reference into such document, since January 31, 2016 and publicly available prior to the date hereof (collectively, the "Filed SEC Documents"), other than any disclosures contained under the captions "Risk Factors" or "Forward Looking Statements" and any other disclosures contained therein that are predictive, cautionary or forward looking in nature, or (ii) subject to Section 10.03(g), as set forth in the Company Disclosure Letter, the Company represents and warrants to Parent and Merger Sub as follows:

Section 4.01. Organization, Standing and Corporate Power.

(a) The Company is duly organized and validly existing under the Laws of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted. The Company is duly qualified or licensed to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction where the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary, other than where the failure to be so qualified, licensed or in good standing has not had and would not have, individually or in the aggregate, a Material Adverse Effect.

(b) True and complete copies of the Restated Certificate of Incorporation of the Company and any amendments thereto (collectively, the "Company Certificate of Incorporation") and the Restated Bylaws of the Company and any amendments thereto (collectively, the "Company Bylaws"), in each case as in effect on the date hereof, have been made available to Parent. The Company is not in violation of any provision of the Company Certificate of Incorporation or Company Bylaws.

Section 4.02. Subsidiaries.

(a) Section 4.02(a) of the Company Disclosure Letter sets forth a true and complete list of each Subsidiary of the Company, including its jurisdiction of incorporation or formation. Each of the Company's Subsidiaries is duly organized, validly existing and in good standing (to the extent such legal concept exists) under the Laws of its jurisdiction of organization and has all requisite corporate or other applicable entity power and authority to carry on its business as presently conducted. The Company has made available to Parent (i) a true and complete list, with respect to the Company and each of its Subsidiaries, of such entity's officers and directors (or individuals with equivalent responsibilities) and (ii) true and complete copies of the certificate of incorporation and bylaws (or comparable organizational documents) of each of its Subsidiaries, in each case as in effect on the date hereof. Except for the capital stock of, or other equity or ownership interests in, its Subsidiaries, the Company does not own, directly or indirectly, any shares, membership interest, partnership interest, joint venture interest, or other equity, voting or ownership interest in, or any interest convertible into, exercisable or exchangeable for any of the foregoing, nor is it under any current or prospective obligation to form or participate in, make any loan, capital contribution, guarantee, credit enhancement or other investment in, any person.

(b) All the outstanding shares of capital stock of, or other equity or ownership interests in, each Subsidiary of the Company were validly issued and fully paid and nonassessable and are owned, directly or indirectly, by the Company free and clear of all pledges, liens, charges, mortgages, encumbrances or security interests of any kind or nature whatsoever (collectively, " Liens "), other than Permitted Liens. There are no issued or outstanding (i) securities of the Company convertible into, or exchangeable for, shares of capital stock or other voting securities of, or other ownership interests in, any Subsidiary of the Company, (ii) warrants, calls, options or other rights to acquire from the Company or any of its Subsidiaries, or any Contracts to which the Company or any of its Subsidiaries is a party or by which any of them is bound obligating the Company or such Subsidiary, as applicable, to issue, any shares of capital stock or other voting securities of, or other equity or ownership interests in, or any securities convertible into, or exchangeable for, any shares of capital stock or other voting securities of, or other equity or ownership interests in, any Subsidiary of the Company, or (iii) restricted shares, stock appreciation rights, performance units, contingent value rights, "phantom" stock or similar securities that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital stock or other voting securities of, or other ownership interests in, any Subsidiary of the Company (the items in clauses (i) through (iii), together with any shares of capital stock or other voting securities of, or other equity or ownership interests in, any Subsidiary of the Company, being referred to collectively as the " Company Subsidiary Securities "). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Subsidiary Securities.

Section 4.03. Capital Structure .

(a) The authorized capital stock of the Company consists of 750,000,000 shares of Company Common Stock and 5,000,000 shares of preferred stock, par value $0.001 per share (the " Company Preferred Stock "). At the close of business on March 2, 2017 (the " Capitalization Date "), (i) 88,900,521 shares of Company Common Stock were issued and outstanding (including the shares underlying the Company RSAs), (ii) 8,062,265 shares of Company Common Stock were reserved and available for issuance pursuant to the Company's 2013 Equity Incentive Plan, as amended and restated, and 2008 Equity Incentive Plan (collectively, the " Company Stock Plans "), and pursuant to such Company Stock Plans, (A) 13,667,023 shares of Company Common Stock were subject to outstanding Company restricted stock units that vest exclusively based on service (such restricted stock units, the " Company RSUs "), (B) 451,773 shares of Company Common Stock were subject to outstanding Company MSUs assuming maximum performance with respect to which the applicable performance period has not yet been completed, (C) 15,012 shares were subject to outstanding restricted stock awards (such awards, the " Company RSAs "), and (D) 6,707,367 shares of Company Common Stock were subject to outstanding options to acquire shares of Company Common Stock with a weighted average exercise price per share of $3.43 (such options, the " Company Stock Options " and, together with the Company RSUs, Company MSUs and Company RSAs, the " Company Equity Awards "), (iii) no shares of Company Common Stock were owned or held by the Company as treasury stock, and (iv) no shares of Company Preferred Stock were outstanding. The maximum number of shares of Company Common Stock that could be delivered pursuant to the ESPP upon exercise of the outstanding purchase rights at the completion of the Final Offering Period is 3,006,917. Except as set forth in this Section 4.03(a) , at the close of business on the Capitalization Date, no shares of capital stock or other voting securities of or other equity or ownership interests in the Company were issued, reserved for issuance or outstanding. None of the Company's Subsidiaries owns any Company Securities.

(b) Except as set forth in Section 4.03(a) and for changes since the Capitalization Date resulting from (w) the exercise of Company Stock Options outstanding on such date, (x) the vesting and settlement in accordance with their terms of Company RSAs, Company RSUs and Company MSUs outstanding on such date, (y) the purchase rights under the ESPP or (z) the issuance of Company RSUs after such date, in each case as and to the extent permitted by Section 6.01(a) , there are no issued, reserved for issuance or outstanding (i) shares of capital stock or other voting securities of, or other equity or ownership interests in, the Company, (ii) securities of the Company convertible into or exchangeable for shares of capital stock or other voting securities of, or other equity or ownership interests in, the Company, (iii) warrants, calls, options or other rights to acquire from the Company, or other Contracts to which the Company is a party or by which the Company is bound obligating the

Company to issue, any shares of capital stock or other voting securities of, or other equity or ownership interests in, or securities convertible into or exchangeable for shares of capital stock or other voting securities of, or other equity or ownership interests in, the Company, or (iv) restricted shares, stock appreciation rights, performance shares or units, contingent value rights, "phantom" stock or similar securities issued by the Company that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital stock or voting securities of, or other equity or ownership interests in, the Company (the items in clauses (i) through (iv) being referred to collectively as the "Company Securities"). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Securities.

(c) All outstanding shares of Company Common Stock are, and all such shares that may be issued prior to the Effective Time, when issued on the terms and conditions specified in the instruments pursuant to which they are issuable, will be, duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. There are no bonds, debentures, notes or other Indebtedness of the Company or any of its Subsidiaries having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Company Common Stock or any capital stock of any Subsidiary of the Company may vote (" Voting Company Debt "). Other than the Support Agreement, there are no stockholder agreements, voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party or (to the Knowledge of the Company) which otherwise exist with respect to the holding, voting, registration, redemption, repurchase or disposition of, or that restricts the transfer of, any Company Securities or Company Subsidiary Securities.

(d) Section 4.03(d) of the Company Disclosure Letter sets forth a complete list as of the close of business on the Capitalization Date of (i) each outstanding Company Equity Award, (ii) the number of shares of Company Common Stock underlying such Company Equity Award (including the target and maximum amounts for Company MSUs), (iii) the holder of such Company Equity Award, (iv) the Company Stock Plan under which such Equity Award was granted, (v) the date on which such Company Equity Award was granted, (vi) the exercise price of such Company Equity Award, in the case of a Company Equity Award that is a Company Stock Option, and (vii) the number of shares of Company Common Stock with respect to which such Company Equity Award has vested as of the Capitalization Date.

Section 4.04. Authority; Recommendation .

(a) The Company has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement, subject, in the case of the consummation of the Merger, to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware. The execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated by, and compliance with the provisions of, this Agreement by the Company have been duly authorized by all necessary corporate action on the part of the Company assuming, in the case of consummation of the Merger, that the Merger will be consummated in accordance with Section 251(h). This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by each of Parent and Merger Sub and that the Merger will be consummated in accordance with Section 251(h), constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The Company Board, at a meeting duly called and held at which all directors of the Company were present, duly and unanimously adopted resolutions (i) authorizing and approving the execution, delivery and performance of this Agreement, (ii) approving and declaring advisable this Agreement, the Offer, the Merger and the other transactions contemplated by this Agreement, (iii) declaring that this Agreement and the transactions contemplated hereby, including the Merger and the Offer, are fair to and in the best interests of the stockholders of the Company, (iv) recommending that the stockholders of the Company accept the Offer and tender all of their

shares of Company Common Stock pursuant to the Offer, in each case, upon the terms and subject to the conditions set forth herein (this clause (iv), the " Recommendation ") and (v) assuming the accuracy of the representations and warranties of Parent and Merger Sub in Section 5.09 , irrevocably approving Parent, Merger Sub and their respective Affiliates and this Agreement and the transactions contemplated hereby (including the Offer, the Support Agreement and the Merger) for purposes of Section 203 of the DGCL, and irrevocably exempting such persons, agreements and transactions from, and electing for the Company, Parent, Merger Sub and their respective Affiliates not to be subject to, any "moratorium," "control share acquisition," "business combination," "fair price" or other form of anti-takeover Laws, including Section 203 of the DGCL (collectively, "Takeover Laws") of any jurisdiction that may purport to be applicable to the Company, Parent, Merger Sub or any of the their respective Affiliates or this Agreement or the transactions contemplated hereby (including the Offer, the Support Agreement and the Merger) with respect to any of the foregoing, which resolutions, as of the date hereof, have not been rescinded, modified or withdrawn.

Section 4.05. Non-Contravention .

(a) The execution and delivery by the Company of this Agreement do not, and (assuming that the Merger will be consummated in accordance with Section 251(h)) the consummation of the Offer, the Merger and the other transactions contemplated by this Agreement will not, conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time or both) under, or give rise to a right of (or result in) termination, cancellation or acceleration of any obligation or to any obligation to make an offer to purchase or redeem any Indebtedness or capital stock under, or to the loss of a benefit under, or result in the creation of any Lien upon any of the properties, rights or assets of the Company or any of its Subsidiaries under, or require any consent, waiver or approval of any person pursuant to, any provision of (i) the Company Certificate of Incorporation, the Company Bylaws or the comparable organizational documents of any of the Company's Subsidiaries, or (ii) subject to the filings and other matters referred to in Section 4.05(b) , (A) any Contract to which the Company or any of its Subsidiaries is a party or by which any of their respective properties, rights or assets are bound, (B) any supranational, federal, foreign, national, state, provincial or local statute, law (including common law), constitution, resolution, code, edict, decree, directive, ruling, ordinance, rule or regulation issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority (or under the authority of the New York Stock Exchange) (any of the foregoing, a " Law ") or any judgment, order or decree of any Governmental Authority (any of the foregoing, a " Judgment "), in each case applicable to the Company or any of its Subsidiaries or any of their respective properties, rights or assets, or (C) any Governmental Authorizations of the Company or any of its Subsidiaries, other than, in the case of this clause (ii), in each case, any such conflicts, violations, breaches, defaults, rights, obligations, losses or Liens, or any such consent, waiver or approval the failure of which to be obtained, would not have, individually or in the aggregate, a Material Adverse Effect.

(b) No consent, approval, order, license, permit, franchise, variance, exemption, declaration, registration, clearance, waiver, consent or authorization of, action or nonaction by, registration, declaration or filing with (collectively, the " Governmental Authorizations "), or notice to, any supranational, federal, national, state, provincial or local, whether domestic or foreign, government, any court of competent jurisdiction or any administrative, regulatory (including any stock exchange) or other governmental agency, commission, instrumentality or authority (each, a " Governmental Authority ") is required to be obtained or made by or with respect to the Company or any of its Subsidiaries in connection with the execution and delivery of this Agreement by the Company or the consummation by the Company of the Offer, the Merger or the other transactions contemplated by this Agreement, except for (i) the filing of a premerger notification and report form by the Company under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the " HSR Act "), and the filings and receipt, termination or expiration, as applicable, of such other approvals or waiting periods as may be required under any competition, merger control, antitrust or similar Law of any non-U.S. jurisdiction (collectively, the " Foreign Merger Control Laws "), (ii) the filing with the SEC of (A) the Schedule 14D-9 and (B) such reports under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated by this Agreement, (C) the filing of the Certificate of Merger with the Secretary of

State of the State of Delaware and of appropriate documents with the relevant authorities of other jurisdictions in which the Company or any of its Subsidiaries is qualified to do business, (D) any filings or notices required under the rules and regulations of the New York Stock Exchange, and (E) such other Governmental Authorizations and notices the failure of which to be obtained or made would not have, individually or in the aggregate, a Material Adverse Effect.

Section 4.06. SEC Documents; Financial Statements; No Undisclosed Liabilities .

(a) The Company has filed or furnished, as applicable, on a timely basis all reports, schedules, forms, statements and other documents with the SEC required to be filed or furnished, as applicable, by the Company pursuant to the Securities Act or the Exchange Act since December 13, 2013 (the " SEC Documents "). As of their respective effective dates (in the case of SEC Documents that are registration statements filed pursuant to the requirements of the Securities Act) and as of their respective dates of filing (in the case of all other SEC Documents), the SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable thereto, and, as of such respective dates, none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the Company's Subsidiaries is subject to the periodic reporting requirements of the Exchange Act. As of the date hereof, there are no outstanding or unresolved comments in comment letters from the SEC staff with respect to any of the SEC Documents. To the Knowledge of the Company, as of the date hereof, none of the SEC Documents is the subject of ongoing SEC review or outstanding SEC investigation. No executive officer of the Company has failed to make the certifications required by him or her under Section 302 or 906 of the Sarbanes-Oxley Act of 2002, as amended (the " Sarbanes-Oxley Act "), with respect to any SEC Document, except as disclosed in certifications filed with the SEC Documents.

(b) Each of the audited consolidated financial statements and the unaudited quarterly financial statements (including, in each case, the notes thereto) of the Company included in the SEC Documents when filed (i) was prepared in a manner consistent in all material respects with the books and records of the Company and its Subsidiaries (except, in the case of unaudited quarterly financial statements, to the extent permitted by the SEC on Form 10-Q under the Exchange Act), (ii) complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, have been prepared in all material respects in accordance with generally accepted accounting principles in the United States (" GAAP ") (except as may be indicated in the notes to such financial statements and except, in the case of unaudited quarterly financial statements, to the extent permitted by the SEC on Form 10-Q under the Exchange Act) applied on a consistent basis during the periods presented (except as may be indicated in the notes thereto) and (iii) fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited quarterly financial statements, to normal and recurring year-end adjustments that were not, or (in the case of any such financial statements filed since January 31, 2016) were not and were not reasonably expected to be, material in amount). The financial and accounting books and records of the Company and its Subsidiaries have been, and are being, maintained in all material respects in accordance with GAAP (to the extent applicable) and any applicable Laws.

(c) Except to the extent reflected or reserved against in the most recent consolidated balance sheet of the Company (or the notes thereto) included in the Filed SEC Documents, neither the Company nor any of its Subsidiaries has any liabilities or obligations (whether absolute, accrued, contingent, fixed or otherwise) of any nature, except liabilities and obligations that have not had and would not have, individually or in the aggregate, a Material Adverse Effect.

(d) *Internal Controls* .

(i) The Company has established and maintained a system of internal control over financial reporting (as defined in Rule 13a-15 under the Exchange Act). Such internal controls are effective in providing reasonable assurance regarding the reliability of the Company's financial reporting and the preparation of Company financial statements for external purposes in all material respects in accordance with GAAP. Since January 31, 2015, the Company's principal executive officer and its principal financial officer have disclosed to the Company's auditors and the audit committee of the Company Board (A) all known significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respect the Company's ability to record, process, summarize and report financial information, and (B) any known fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls and the Company has made available to Parent copies of any material written materials relating to each of the foregoing. The Company has made available to Parent true and complete copies of all such disclosures made by management to the Company's auditors and the audit committee of the Company Board since January 31, 2015 and prior to the date hereof.

(ii) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to provide reasonable assurance that material information relating to the Company required to be included in reports filed under the Exchange Act, including its consolidated Subsidiaries, is made known to the Company's principal executive officer and its principal financial officer on a timely basis to enable such information to be recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. The chief executive officer and chief financial officer of the Company have evaluated the effectiveness of the Company's disclosure controls and procedures and, to the extent required by applicable Law, presented in any applicable SEC Document that is a report on Form 10-K or Form 10-Q, or any amendment thereto, its conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by such report or amendment based on such evaluation.

(iii) Neither the Company nor any of its Subsidiaries has made any prohibited loans to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of the Company or any of its Subsidiaries. There are no outstanding loans or other extensions of credit made by the Company or any of its Subsidiaries to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of the Company or any of its Subsidiaries.

(iv) Since December 13, 2013, (A) neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any director, officer or any auditor of the Company or any of its Subsidiaries has received, or otherwise been made aware of, any material complaint, allegation, assertion or claim, whether written or oral, regarding improper accounting or auditing practices, procedures, methodologies or methods of the Company or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that the Company or any of its Subsidiaries has engaged in fraudulent accounting or auditing practices, and (B) no attorney representing the Company or any of its Subsidiaries, whether or not employed by the Company or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by the Company or any of its Subsidiaries, or by any of their respective officers, directors, employees or agents, to the Company Board or any committee thereof or to the general counsel of the Company.

(e) Neither the Company nor any of its Subsidiaries is a party to or is otherwise subject to (or subject to any commitment to enter into) any "Off-Balance Sheet Arrangement" (as defined in Item 303(a) of Regulation S-K promulgated by the SEC).

Section 4.07. Absence of Certain Changes or Events .

(a) Since January 31, 2016, there has not been any Material Adverse Effect.

(b) Since October 31, 2016 through the date hereof, (i) the Company and its Subsidiaries have conducted their businesses only in the ordinary course of business in all material respects, and (ii) the Company and its Subsidiaries have not taken or failed to take any action that, had such action been taken or failed to have been taken after the date hereof, would have required Parent's consent under Section 6.01 (other than Section 6.01(a)(iv) , (vi) , (xi) , (xiv) , (xviii) , (xix) or (xx) (to the extent related to the foregoing subsections)).

Section 4.08. Litigation . As of the date of this Agreement, other than as set forth on Section 4.08 of the Company Disclosure Letter, there is no Action pending nor, to the Knowledge of the Company, any Action threatened, nor has the Company received any written notice threatening any Action, in each case against the Company or any of its Subsidiaries or any of their respective directors or officers (or former officers or directors in their capacity as such) or affecting any of the properties, assets or rights of the Company or any of its Subsidiaries, other than, in each of the foregoing cases, an Action commenced by a person that both (a) does not involve an amount in controversy in excess of $500,000 and (b) does not seek material injunctive or other non-monetary relief. There is no Judgment outstanding against the Company or any of its Subsidiaries that is material to the Company. As of the date hereof, there is no Action pending or, to the Knowledge of the Company, threatened, seeking to prevent, hinder, modify, delay or challenge the Offer, the Merger or any of the other transactions contemplated hereby.

Section 4.09. Compliance with Laws .

(a) Each of the Company and its Subsidiaries is, and since December 13, 2013 has been, in compliance with all Laws applicable to its business, operations, properties or assets, except as has not had and would not have, individually or in the aggregate, a Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received, since December 31, 2013, any written notice or other written communication alleging a violation or potential violation of any Law by the Company or any of its Subsidiaries, which violation would be material to the Company and its Subsidiaries, taken as a whole. The Company and each of its Subsidiaries have in effect all material Governmental Authorizations required to operate their respective businesses and operations as currently conducted and there has occurred no material violation of, default (with or without notice or lapse of time or both) under or event that would reasonably likely result in the revocation, non-renewal, adverse modification to or cancellation of, with or without notice or lapse of time or both, any such Governmental Authorization.

(b) Except as set forth in Section 4.09(b) of the Company Disclosure Letter, since December 13, 2013, the Company and each of its Subsidiaries have conducted their import and export transactions in accordance in all material respects with applicable provisions of U.S. export control and sanctions Laws (including the International Traffic in Arms Regulations, the Export Administration Regulations, and the sanctions programs administered by the U.S. Department of Treasury, Office of Foreign Assets Control (" OFAC ")), the import and export laws and regulations administered by the U.S. Bureau of Customs and Border Protection, and the export, sanctions and customs Laws of each other country (collectively, " Import and Export Laws ") in which any of them has conducted or currently conducts business, and neither the Company nor any of its Subsidiaries has received any written notice of noncompliance, complaints or warnings with respect to its compliance with any Import and Export Laws. Neither the Company nor any of its Subsidiaries has sold, exported, re-exported, imported, transferred, diverted or otherwise disposed of any products, Software or technology to or from any destination or person without obtaining prior authorization from the competent Governmental Authorities as required by any Import and Export Laws, except where any failure to obtain such authorization has not been and would not reasonably be expected to be material to the business of the Company and its Subsidiaries, taken as a whole. Without limiting the foregoing, except as set forth in Section 4.09(b) of the Company Disclosure Letter:

(i) the Company and each of its Subsidiaries (A) have made available to Parent true and complete copies of all material Governmental Authorizations required by Import and Export Laws with respect to the import or export by the Company or any of its Subsidiaries of products, Software or technologies to or from the United States and other countries in which it conducts business, and (B) are in compliance in all material respects with the terms of such applicable Governmental Authorizations issued pursuant to Import and Export Laws;

(ii) there are no pending or, to the Knowledge of the Company, threatened Actions against the Company or any of its Subsidiaries with respect to such Governmental Authorizations issued pursuant to Import and Export Laws, or the failure to obtain or to comply with the terms of any such Governmental Authorization, except for any such Action, or any such failure to obtain or comply with any Governmental Authorization, that would not reasonably be expected to be material to the business of the Company and its Subsidiaries, taken as a whole;

(iii) except as would not reasonably be expected to result in material liability to the Company or its Subsidiaries, individually or taken as a whole, the Company and each of its Subsidiaries have in place adequate controls and systems to ensure compliance with applicable Import and Export Laws in each of the jurisdictions in which the Company and its Subsidiaries currently does business, either directly or indirectly;

(iv) neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any of its or their respective directors, officers or employees is, or has been since December 13, 2013, identified on (A) OFAC's List of Specially Designated Nationals and Blocked Persons, (B) the Bureau of Industry and Security of the United States Department of Commerce "Denied Persons List," "Entity List" or "Unverified List" or (C) the Office of Defense Trade Controls of the United States Department of State "List of Debarred Parties," or foreign governmental listings of similar effect; and

(v) since December 13, 2013, neither the Company nor any of its Subsidiaries has made any voluntary disclosures to any Governmental Authority of facts that would reasonably be expected to result in any adverse enforcement action being taken by a Governmental Authority against the Company or any of its Subsidiaries with respect to any import or export transaction in the future.

Section 4.10. Environmental Matters . Except for matters that, individually or in the aggregate, have not and would not reasonably be expected to result in material liability to the Company and its Subsidiaries, taken as a whole:

(a) Since January 31, 2014, the Company and each of its Subsidiaries (i) is and has been in compliance with applicable Environmental Laws and (ii) has received and is and has been in compliance with all Governmental Authorizations required under applicable Environmental Laws for the conduct of its business (collectively, the " Environmental Permits ").

(b) As of the date of this Agreement, there is no Environmental Claim pending or, to the Knowledge of the Company, threatened against either the Company or any of its Subsidiaries or against any person for which his, her or its liability for the Environmental Claim was retained or assumed either contractually or by operation of law by the Company or any of its Subsidiaries. The Company has not received any written notice from any Governmental Authority or other person that would reasonably be expected to give rise to any material Environmental Claim.

(c) Neither the Company nor any of its Subsidiaries has transported, managed, used, stored, recycled or disposed of Hazardous Materials in such a manner, and there has been no Release of Hazardous Materials by the Company or any of its Subsidiaries at any real property currently or formerly owned, leased or used by the Company or any such Subsidiary.

(d) Neither the Company nor any of its Subsidiaries, nor to the Knowledge of the Company, any of their respective predecessors in interest, (i) has ever manufactured, produced, repaired, installed, sold, conveyed or otherwise put into the stream of commerce any product, merchandise, manufactured good, part, component or other item comprised of or containing asbestos or (ii) has been the subject of any Action arising out of alleged exposure to asbestos or asbestos-containing material.

(e) There has been no material investigation, study, audit, test, review or other material analysis in respect of compliance by the Company or any of its Subsidiaries with any Environmental Laws conducted by the Company or any of its Subsidiaries since January 31, 2015 and prior to the date hereof that is in the possession, custody or control of the Company or any of its Subsidiaries relating to the current or prior business of the Company, its Subsidiaries or any of their respective predecessors or any property or facility now or previously owned or leased by the Company, its Subsidiaries or any of their respective predecessors that has not been made available to Parent.

(f) For purposes of this Agreement:

(i) " Environment " means any air (whether ambient, outdoor or indoor), surface water, drinking water, groundwater, land surface, wetland, subsurface strata, soil, sediment, plant or animal life, any other natural resources, and the sewer, septic and waste treatment, storage and disposal systems servicing real property or physical buildings or structures.

(ii) " Environmental Claim " means any Action alleging potential liability of the Company or any of its Subsidiaries (including potential liability for investigatory costs, cleanup or remediation costs, governmental or third-party response costs, natural resource damages, property damage, diminution of property value, medical monitoring, personal injuries, or fines or penalties) based on or resulting from (A) the presence or Release of any Hazardous Materials at any location, whether or not owned or operated by the Company or any of its Subsidiaries or (B) any violation of any Environmental Law.

(iii) " Environmental Law " means any applicable Law (including common law) or Judgment issued or entered by or with any Governmental Authority binding upon the Company or any of its Subsidiaries relating to: worker/occupational health and safety, or pollution or protection of the Environment, including those relating to the presence, use, manufacturing, refining, production, generation, handling, transportation, treatment, recycling, transfer, storage, disposal, distribution, importing, labeling, packaging, testing, processing, discharge, Release, threatened Release, control or other action or failure to act involving cleanup of any Hazardous Materials, each as amended and as now in effect, the importation, sale, transport or labeling of chemical substances or products, articles or goods containing chemical substances, and the reuse, recycling, take back or disposal requirements relating to electrical or electronic waste, including the E.U. Restrictions on the Use of Certain Hazardous Substances in Electrical & Electronic Equipment (Directive 2011/65/EU), E.U. Registration, Evaluation, Authorisation and Restriction of Chemicals and similar regulations, U.S. Toxic Substances Control Act and California Proposition 65, E.U. Waste Electrical and Electronic Equipment (Directive 2012/19/EU) the

California Supply Chain Transparency Act, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act pertaining to Conflict Minerals and all analogous, similar or related Applicable Laws, and all Technical Regulations.

(iv) " Hazardous Materials " means any pollutant, contaminant, constituent, chemical, raw material, product or by-product, substance, material or waste or any other term of similar meaning or regulatory effect under any Environmental Law, that by virtue of its hazardous, toxic, poisonous, explosive, caustic, flammable, corrosive, infectious, pathogenic, or carcinogenic properties is subject to regulation or gives rise to liability under any Environmental Law, including petroleum or any fraction thereof, asbestos or asbestos-containing material, mold, polychlorinated biphenyls, lead paint, insecticides, fungicides, rodenticides, pesticides and herbicides.

(v) " Release " or " Released " shall have the same meaning as under the CERCLA, 42 U.S.C., Section 9601(22).

(vi) " Technical Regulations " means any applicable Law pertaining to electromagnetic compatibility, product safety, electrical safety, radio communications, telecommunications, consumer protection, radiation emitting devices, electrical appliances, energy efficiency, CE Mark and any applicable Law issued by or regulated by the U.S. Federal Communications Commission or similar organization.

Section 4.11. Contracts .

(a) Except for this Agreement and for Contracts filed as exhibits to the Filed SEC Documents, Section 4.11(a) of the Company Disclosure Letter sets forth a true and complete list of each of the following Contracts to which the Company or any of its Subsidiaries is a party and that is in effect as of the date hereof:

(i) each Contract that would be required to be filed by the Company as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K promulgated by the SEC;

(ii) each loan agreement, credit agreement, note, debenture, bond, indenture and other similar Contract pursuant to which any Indebtedness of the Company or any of its Subsidiaries is outstanding or may be incurred in an aggregate principal amount in excess of $250,000, or which obligates the Company or any of its Subsidiaries to make any loans, advances or capital contributions to, or investments in, any other person, other than the Company or any of its wholly owned Subsidiaries;

(iii) each Contract (other than a Contract solely among the Company and its wholly owned Subsidiaries) that (A) by its terms calls for payments by or to the Company or any of its Subsidiaries of more than $1,000,000 in the aggregate during the twelve (12)-month period ended on the date hereof, or (B) by its terms, contractually requires aggregate payments to or by the Company or any of its Subsidiaries under such Contract of more than $1,000,000 over the remaining term of such Contract, in each case other than (x) Contracts governing Company Equity Awards and/or (y) Contracts relating to the employment of, or the performance of services by, any director, officer, employee, consultant or independent contractor of the Company or a Subsidiary of the Company that are at-will or are terminable by the Company or the relevant Subsidiary without liability (other than payment of compensation for services rendered through the date of termination);

(iv) each Contract to which the Company or any of its Subsidiaries is a party entered into since January 31, 2015 for the acquisition or disposition by the Company or any of its Subsidiaries of any properties, rights or assets with an aggregate value in one or a series of related transactions in excess of $500,000 (except for acquisitions of supplies and inventory, dispositions of inventory, and dispositions of equipment that is no longer used in the operations of the Company or any of its Subsidiaries, and except for sales of products or services, in each case, in the ordinary course of business);

(v) any Contract pursuant to which the Company or any of its Subsidiaries has continuing indemnification, "earn-out" or similar contingent payment obligations outstanding as of the date hereof; provided

that the foregoing reference to continuing indemnification obligations shall not include indemnification obligations that (A) with respect to Contracts that do not involve Intellectual Property Rights, were entered into in the ordinary course of business and (B) with respect to Contracts involving Intellectual Property Rights, are set forth in customer, distributor and reseller agreements entered into in the ordinary course of business and which indemnification obligations relate to infringement of Intellectual Property Rights thereunder);

(vi) each Contract that (A) restricts the ability of the Company or any of its Subsidiaries to compete with any business or in any geographical area or to solicit customers, (B) restricts the right of the Company or any of its Subsidiaries to sell to or purchase from any specific person or category of persons or any specific industry or market, (C) restricts the right of the Company or any of its Subsidiaries to hire any person, other than non-solicitation provisions restricting the hiring of employees of the counterparty contained in non-material vendor, customer, confidentiality, recruiting, outsourcing or supply agreements entered into in the ordinary course of business, (D) grants any counterparty thereto or any other person "most favored nation" or "preferred" customer status or (E) grants any counterparty exclusivity on any basis;

(vii) each Contract that is a settlement, conciliation or similar Contract (A) with any Governmental Authority, (B) pursuant to which the Company or any of its Subsidiaries is obligated after the date hereof to make any payments to any Governmental Authority or (C) that would otherwise limit the operation of the Company or any of its Subsidiaries (or Parent or any of its Affiliates) in any material respect after the Offer Closing or the Merger Closing;

(viii) each Contract to which the Company or any of its Subsidiaries is a party involving the development for, or licensing to, the Company or any of its Subsidiaries of any material Intellectual Property or material Intellectual Property Rights or pursuant to which the Company or any of its Subsidiaries obtains any right to use, or covenant not to be sued under, any material Intellectual Property Rights (except for (A) licenses of Commercially Available Software and Open Source Materials and (B) employee inventions and confidentiality agreements and consulting and contractor agreements that, in each case, were entered into in the Ordinary Course of Business);

(ix) each Contract pursuant to which the Company or any of its Subsidiaries grants any right to use, or covenant not to be sued under, any Intellectual Property Rights (other than customer, distributor, reseller, sales agent, marketing, contract development, contract manufacturing, logistics, and product support agreements entered into in the ordinary course of business);

(x) each Contract obligating the Company or any of its Subsidiaries to pay any other person royalties, fees, commissions or other amounts (excluding sales commissions payable to employees and sales agents according to the Company's commissions plan made available to Parent) upon or for any use by the Company or any of its Subsidiaries of any Intellectual Property Rights (excluding Commercially Available Software) or upon the sale, lease, license, distribution, provision or other disposition of any Company Product;

(xi) each Contract that prohibits the payment of dividends or distributions in respect of, or the pledging of, any equity interest of, or the issuance of guarantees by, the Company or any of its Subsidiaries;

(xii) each Contract that contains a standstill or similar agreement pursuant to which the Company or any of its Subsidiaries has agreed not to acquire assets or securities of a third party (A) entered into since January 31, 2015 or (B) which contains standstill or similar obligations that have not yet terminated;

(xiii) each Contract with any director, executive officer (as such term is defined in the Exchange Act) or five percent (5%) stockholder of the Company or any of their respective Affiliates (other than the Company or any of its Subsidiaries) or immediate family members;

(xiv) each Contract that grants to any person any right of first offer, right of first refusal or option to purchase, lease, sublease, use, possess or occupy all or any substantial part of the material assets, rights or properties of the Company or any of its Subsidiaries;

(xv) (A) any Contract with a Top Supplier or Top Customer and (B) any Contract which involves any material long-term commitment to any supplier for a term in excess of three (3) years from the date hereof;

(xvi) each Contract with any commercial agents, channel partners, distributors, resellers or other third-party sales intermediaries that relates to sales of Company products (other than customer, distributor, reseller and sales agent agreements entered into in the ordinary course of business that (A) relate to sales within the United States or (B) relate to sales outside the United States of less than $1,500,000 in the aggregate in the Company's fiscal year ended January 31, 2017);

(xvii) each Contract with a university or similar academic institution pursuant to which the Company or any Subsidiary has utilized or will utilize any funding, personnel or facility or other resources of such person in connection with any research or development activities;

(xviii) each Company Government Contract or Company Government Subcontract, direct as a prime contractor, or indirect as a subcontractor through a third-party prime contractor, including through a reseller, distributor or similar third party pursuant to a master agreement providing for annual aggregate payments to the Company and its Subsidiaries under such master agreement in excess of $2,000,000, and any subcontract issued to a third party under a Company Government Contract; provided that, for the purposes of this subparagraph (xviii), the term "Governmental Authority" as used in the definitions of "Company Government Contract" and "Company Government Subcontract" shall be limited to Contracts with any U.S. federal governmental, administrative, judicial, arbitral, legislative, executive, regulatory or self-regulatory authority, instrumentality, agency, commission or body;

(xix) each Contract that relates to a partnership, joint venture or similar arrangement; and

(xx) any Contract not described in any other subsection of this Section 4.11(a) which, if breached, terminated or not renewed, would have a Material Adverse Effect.

Each Contract of the type described in this Section 4.11(a) (or set forth on Section 4.11(a) of the Company Disclosure Letter or filed as an exhibit to the Filed SEC Documents) is referred to herein as a " Material Contract ".

(b) The Company has made available to Parent true, complete and unredacted copies of each Material Contract. Each of the Material Contracts is valid and binding on the Company or its Subsidiar(ies) party thereto and, to the Knowledge of the Company, each other party thereto, and is in full force and effect, except for such failures to be valid and binding or to be in full force and effect that have not had and would not have, individually or in the aggregate, a Material Adverse Effect. The Company and each of its Subsidiaries, and, to the Knowledge of the Company, each other party thereto, has performed all material obligations required to be performed by it under each Material Contract in all material respects. There is no default under any Material Contract by the Company or any of its Subsidiaries or, to the Knowledge of the Company, any other party thereto, and no event or condition has occurred that constitutes, or, after notice or lapse of time or both, would constitute, a default on the part of the Company or any of its Subsidiaries or, to the Knowledge of the Company, any other party thereto under any such Material Contract, nor has the Company or any of its Subsidiaries received any notice of any such default, event or condition, except where any such default, event or condition, individually or in the aggregate, has not had and would not have a Material Adverse Effect.

(c) *Government Contracts* .

(i) With respect to each Contract between the Company or any Subsidiary of the Company, on the one hand, and any Governmental Authority, on the other hand, for which performance is ongoing as of the date hereof, and each bid, quotation or proposal by the Company or any of its Subsidiaries that is outstanding as of the date hereof (each, a " Bid ") that, if accepted or awarded, is reasonably likely to lead to a Contract between the Company or a Subsidiary of the Company, on the one hand, and any Governmental Authority, on the other hand

(each such Contract or Bid, a " Company Government Contract "), and each Contract between the Company or any of its Subsidiaries, on the one hand, and any prime contractor or upper-tier subcontractor, on the other hand, relating to a Contract between such person and any Governmental Authority for which performance is ongoing as of the date hereof, and each outstanding Bid that if accepted or awarded is reasonably likely to lead to a Contract between the Company or any of its Subsidiaries, on the one hand, and a prime contractor or upper-tier subcontractor, on the other hand, relating to a Contract between such person and any Governmental Authority (each such Contract or Bid, a " Company Government Subcontract "):

(1) to the Knowledge of the Company, each Company Government Contract and Company Government Subcontract was legally awarded, is binding on the parties thereto, and is in full force and effect in accordance with its terms (provided that for purposes of this clause (1) , the terms "Company Government Contract" and "Company Government Subcontract" shall not include any Bids);

(2) the Company and each of its Subsidiaries has maintained sufficient records to demonstrate material compliance with the terms and conditions of each Company Government Contract or Company Government Subcontract;

(3) to the Knowledge of the Company, no reasonable basis exists to give rise to a material claim by a Governmental Authority for any breach or violation in any material respect of any Law, Contract or Governmental Authorization pertaining to any Company Government Contract or Company Government Subcontract, including fraud (as such concept is defined under the state or federal Laws of the United States) in connection with any Company Government Contract or Company Government Subcontract;

(4) since January 31, 2014, neither any Governmental Authority nor any prime contractor, subcontractor or any other person has notified the Company in writing or, to the Knowledge of the Company, orally that the Company has, or is alleged to have, breached or violated in any material respect any Law, Contract or Governmental Authorization pertaining to any Company Government Contract or Company Government Subcontract;

(5) to the Knowledge of the Company, since January 31, 2014, all facts set forth in or acknowledged by any representations, claims or certifications submitted by or on behalf of the Company or any of its Subsidiaries in connection with any Company Government Contract or Company Government Subcontract were current, accurate and complete in all material respects as of their effective date;

(6) since January 31, 2014, the Company and its Subsidiaries have not received any written notice of termination, "show cause" or cure notice pertaining to any Company Government Contract or Company Government Subcontract (provided that for purposes of this clause (6) , the terms "Company Government Contract" and "Company Government Subcontract" shall not include any Bids);

(7) since January 31, 2014, no cost in excess of $500,000 incurred by the Company or any of its Subsidiaries pertaining to a Company Government Contract or Company Government Subcontract has been questioned in writing by any Governmental Authority, or to the Knowledge of the Company, is the subject of any audit (other than routine audits and similar inquiries) or, to the Knowledge of the Company, is under investigation or has been disallowed by any Governmental Authority (provided that for purposes of this clause (7) , the terms "Company Government Contract" and "Company Government Subcontract" shall not include any Bids);

(8) since January 31, 2014, no payment in excess of $500,000 due to the Company or any of its Subsidiaries pertaining to any Company Government Contract or Company Government Subcontract has been withheld or set off and the Company is entitled to all progress or other payments received to date with respect thereto (provided that for purposes of this clause (8) , the terms "Company Government Contract" and "Company Government Subcontract" shall not include any Bids);

(9) the Company and each of its Subsidiaries has complied in all material respects with all Laws and any requirements under any applicable Contracts relating to the safeguarding of, and access to, classified information under each Company Government Contract or Company Government Subcontract (or, in the case of Contracts governed by Laws other than the state or federal Laws of the United States, the functional equivalent thereof, if any), and any violations thereof have been reported to the appropriate Governmental Authority and contracting parties as required by any Company Government Contracts or Company Government Subcontracts or any Law relating to the safeguarding of, and access to, classified information;

(10) with respect to any Company Government Contract or Company Government Subcontract, or any Contract that would have been a Company Government Contract or Company Government Subcontract if ongoing as of the date hereof, and under which final payment was received by the Company or any of its Subsidiaries since January 31, 2014, the Company and its Subsidiaries do not have credible evidence that a Principal, Employee, Agent, or Subcontractor (as such terms are defined by Federal Acquisition Regulation (" FAR ") 52.203-13(a)) of the Company or any of its Subsidiaries has committed a violation of U.S. federal criminal Law involving fraud, conflict of interest, bribery or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act, and the Company and its Subsidiaries have not conducted and are not conducting any investigation to determine whether credible evidence exists that a Principal, Employee, Agent, or Subcontractor (as such terms are defined by FAR 52.203-13(a)) of the Company or any of its Subsidiaries has committed a violation of U.S. federal criminal Law involving fraud, conflict of interest, bribery or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act; and

(11) with respect to any Company Government Contract or Company Government Subcontract, or any Contract that would have been a Company Government Contract or Company Government Subcontract if ongoing as of the date hereof, and under which final payment was received by the Company or any of its Subsidiaries since January 31, 2014, the Company and its Subsidiaries do not have credible evidence of any significant overpayment(s) on such Company Government Contract or Company Government Subcontract, other than overpayments resulting from contract financing payment as defined in FAR 32.001, and the Company and its Subsidiaries have not conducted and are not conducting an investigation to determine whether credible evidence exists of any significant overpayment(s) on such Company Government Contract or Company Government Subcontract, other than overpayments resulting from contract financing payment as defined in FAR 32.001 (provided that for purposes of this clause (11), the terms "Company Government Contract" and "Company Government Subcontract" shall not include any Bids).

(ii) The Company and its Subsidiaries are not, nor have any of them ever been, suspended or debarred from doing business with any Governmental Authority or, to the Knowledge of the Company, proposed for suspension or debarment by a Governmental Authority and, to the Knowledge of the Company, have not been the subject of a finding of non-responsibility or ineligibility for contracting with any Governmental Authority.

(iii) (A) Neither the Company, any of its Subsidiaries, nor any of their respective directors, officers or Principals (as such term is defined by FAR 52.209-5(a)(2)) is (or since January 31, 2014 has been) under indictment with respect to any alleged irregularity, misstatement or omission arising under or relating to any Company Government Contract or Company Government Subcontract with a Governmental Authority and (B) since January 31, 2014, the Company and its Subsidiaries have not entered into any consent order or administrative agreement relating directly or indirectly to any such Company Government Contract or Company Government Subcontract with a Governmental Authority.

(iv) All sales representatives who assist the Company and its Subsidiaries in soliciting or obtaining any Company Government Contracts are *bona fide* employees or *bona fide* agencies as defined in FAR 52.203.5.

(v) To the Knowledge of the Company, the past performance evaluations received by the Company or its Subsidiaries since January 31, 2014 from any Governmental Authority in relation to any

Company Government Contract have been satisfactory or better (provided that for purposes of this clause (v) , the term "Company Government Contract" shall not include any Bids).

(vi) The Company and each of its Subsidiaries have the capacity, facilities and personnel necessary to deliver, in a timely fashion and in accordance with the Defense Priorities and Allocations System regulations, all outstanding defense rated orders received under a Company Government Contract or Company Government Subcontract.

(vii) To the Knowledge of the Company, no Company employee formerly employed by a Governmental Authority since January 31, 2014 (each, a " Former Government Employee ") participated personally and substantially in any procurement decisions by such Governmental Authority, and the Company and all Former Government Employees are in compliance in all material respects with all Laws regarding post-employment conflict of interest restrictions applicable to such Former Government Employees.

Section 4.12. Labor and Employment Matters .

(a) Neither the Company nor any of its Subsidiaries is a party to, bound by or in the process of negotiating any labor, collective bargaining, or works council agreement or other Contract with any labor organization, union, association or similar employee organization (each, a " Labor Agreement "). Except as has not had, and would not have, individually or in the aggregate, a Material Adverse Effect, (i) there is no labor strike, dispute, slowdown, stoppage or lockout pending or, to the Knowledge of the Company, threatened against or affecting the Company, nor has there been any such action or event since January 31, 2015; (ii) none of the employees of the Company or any of its Subsidiaries is or has been represented by any labor union or similar organization; and (iii) to the Knowledge of the Company, there are not and have not been any union organizing activities with respect to any employee of the Company or its Subsidiaries.

(b) Except as has not had, and would not have, individually or in the aggregate, a Material Adverse Effect, (i) there are no unfair labor practices, Actions or grievances relating to any current or former employee or individual independent contractor of the Company and (ii) the Company and its Subsidiaries are in compliance with all applicable Laws with respect to employment, employment practices, terms and conditions of employment, wages and hours, unfair labor practices, and the Worker Adjustment and Retraining Notification Act of 1988 (and any similar state or local statute).

Section 4.13. Employee Benefit Matters .

(a) Section 4.13(a) of the Company Disclosure Letter contains a true and complete list of each material Company Benefit Plan. The Company has made available to Parent true and complete copies of (i) each material Company Benefit Plan (or, with respect to any unwritten material Company Benefit Plan, a written description thereof); and (ii) to the extent applicable, (A) the most recent annual report on Form 5500 filed and all schedules thereto filed with respect to such Company Benefit Plan, (B) each current trust agreement, insurance contract or policy, group annuity contract and any other funding arrangement relating to such Company Benefit Plan, (C) the most recent actuarial report, financial statement or valuation report, (D) a current Internal Revenue Service opinion or favorable determination letter, (E) the most recent summary plan description, if any, required under ERISA with respect to such Company Benefit Plan, and (F) all material correspondence to or from any Governmental Authority relating to such Company Benefit Plan.

(b) Each Company Benefit Plan has been operated and administered in compliance with its terms and with applicable Law (including ERISA and the Code), other than instances of noncompliance that have not had, and would not have, individually or in the aggregate, a Material Adverse Effect.

(c) Each Company Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter as to such qualification or registration from the Internal Revenue Service, and no event has occurred, either by reason of any action or failure to act, that could

reasonably be expected to cause the loss of any such qualification or the imposition of any penalty or Tax liability, except where such loss of qualification or the imposition of any such penalty or Tax liability has not had, and would not have, individually or in the aggregate, a Material Adverse Effect.

(d) No Company Benefit Plan provides health insurance, life insurance or death benefits to current or former employees of the Company or any of its Subsidiaries beyond their retirement or other termination of service, other than as required by Section 4980B of the Code.

(e) No Company Benefit Plan is subject to Title IV of ERISA or Section 412 of the Code. During the six (6) years prior to the date hereof, no liability under Title IV or Section 302 of ERISA has been incurred by the Company, its Subsidiaries or their respective ERISA Affiliates or their respective predecessors that has not been satisfied in full, and, to the Knowledge of the Company, no condition exists that presents a risk to the Company, its Subsidiaries or any such ERISA Affiliates of incurring any such liability.

(f) None of the Company, its Subsidiaries or any of their respective ERISA Affiliates or any of their respective predecessors has within the six (6) years prior to the date hereof contributed to, contributes to, has ever been required to contribute to, or has any liability with respect to any Multiemployer Plan.

(g) Except as has not had, and would not have, individually or in the aggregate, a Material Adverse Effect, (i) no Action is pending or, to the Knowledge of the Company, threatened against any Company Benefit Plan (other than routine claims for benefits), any trustee or fiduciary thereof, or any of the assets of any trust of any of the Company Benefit Plans, (ii) no non-exempt "prohibited transaction" (within the meaning of Section 4975 of the Code and Section 406 of ERISA) has occurred or is reasonably expected to occur with respect to any Company Benefit Plan, and (iii) no Company Benefit Plan is under, and neither the Company nor any of its Subsidiaries has received any notice of, an audit or investigation by the Internal Revenue Service, Department of Labor or, to the Knowledge of the Company, any other Governmental Authority, and no such completed audit, if any, has resulted in the imposition of any Tax or penalty.

(h) Neither the execution and delivery of this Agreement nor the consummation of the Offer or the Merger (either alone, or in combination with any other event) will (i) entitle any current or former employee, officer, director or independent contractor of the Company or any of its Subsidiaries to any payment or benefit (or result in the funding of any such payment or benefit); (ii) increase the amount of any compensation, equity award or other benefits otherwise payable by the Company or any of its Subsidiaries; (iii) result in the acceleration of time of payment, vesting or funding of any benefit under any Company Benefit Plan; or (iv) result in any "excess parachute payment" (within the meaning of Section 280G of the Code) becoming due to any current or former employee, officer, director or independent contractor of the Company or any of its Subsidiaries. Neither the execution nor delivery of this Agreement, nor the consummation of the Offer or the Merger, will limit or restrict the right of the Company or any of its Subsidiaries to merge, amend or terminate any material Company Benefit Plan.

(i) Neither the Company nor any of its Subsidiaries is party to, or is otherwise obligated under, any plan, policy, agreement or arrangement that provides for the gross-up or reimbursement of Taxes imposed under Section 409A or 4999 of the Code (or any corresponding provisions of state or local Law relating to Tax).

(j) Except as has not had, and would not have, individually or in the aggregate, a Material Adverse Effect, (i) each individual who performs services for the Company or any of its Subsidiaries has been properly classified as an employee or an independent contractor, (ii) neither the Company nor any of its Subsidiaries has any liability by reason of an individual who performs or performed services for the Company or any of its Subsidiaries in any capacity being improperly excluded from participating in a Company Benefit Plan, and (iii) each employee of the Company or any of its Subsidiaries has been properly classified as "exempt" or "non-exempt" under applicable Law.

(k) Except as has not had, and would not have, individually or in the aggregate, a Material Adverse Effect, all Company Benefit Plans maintained pursuant to the Laws of a country other than the United States and

all plans or arrangements applicable to employees outside the United States (i) that are mandated by applicable Law have been maintained in accordance with all applicable requirements (including applicable Law), (ii) that are intended to qualify for special Tax treatment meet all material requirements for such treatment and (iii) that are required to be funded and/or book-reserved are funded and/or book-reserved, as appropriate, in accordance with GAAP and, if required, applicable Law.

Section 4.14. Taxes .

(a) The Company and each of its Subsidiaries has timely filed or has caused to be timely filed all U.S. federal income Tax and other material Tax Returns required to be filed by it (taking into account any validly obtained extension of time within which to file), and all such Tax Returns are true, complete and accurate in all material respects. The Company and each of its Subsidiaries has either paid or caused to be paid all material Taxes due and owing by the Company and its Subsidiaries, other than Taxes that are being contested in good faith through appropriate proceedings and for which the most recent financial statements contained in the Filed SEC Documents reflect an adequate reserve in accordance with GAAP.

(b) The Company and each of its Subsidiaries has complied in all material respects with all applicable Laws relating to the payment, collection and withholding of Taxes (including withholding of Taxes pursuant to Sections 1441, 1442, 3121 and 3402 of the Code and any similar provisions under any state, local or foreign Tax Laws) and has complied in all material respects with all applicable Laws relating to information reporting and record retention (including to the extent necessary to claim any exemption from sales Tax collection and maintain adequate and current resale certificates to support any such claimed exemptions). The Company and each of its Subsidiaries have complied in all material respects with the Foreign Account Tax Compliance Act (FATCA), including all regulations issued by the U.S. Department of Treasury and/or the Internal Revenue Service pursuant thereto.

(c) There is not pending or threatened in writing any audit, examination, investigation or other proceeding in respect of any material Taxes or Tax matters of the Company or any of its Subsidiaries. No material deficiency or adjustment with respect to any material Taxes of the Company or any of its Subsidiaries has been proposed or assessed by any Governmental Authority which has not been resolved and fully and timely paid or adequately accrued as a liability on the most recent financial statements contained in the Filed SEC Documents in accordance with GAAP.

(d) The most recent financial statements contained in the Filed SEC Documents reflect adequate accruals and reserves for unpaid Taxes of the Company and its Subsidiaries with respect to all periods through the date of such financial statements in accordance with GAAP. Neither the Company nor any of its Subsidiaries has incurred any material liability for Taxes since the date of such financial statements other than in the Ordinary Course of Business.

(e) There are no Liens for Taxes on any of the assets, rights or properties of the Company or any of its Subsidiaries other than Permitted Liens.

(f) Neither the Company nor any of its Subsidiaries has waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. There are no Tax rulings issued to, or requests for rulings by, the Company or any of its Subsidiaries relating to any material Taxes for which the Company or any of its Subsidiaries may be liable for any taxable period ending after the Merger Closing Date.

(g) Neither the Company nor any of its Subsidiaries has constituted a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (or any similar provision of state, local or non-U.S. Law).

(h) Neither the Company nor any of its Subsidiaries has participated in any "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2) (or any similar provision of state, local or non-U.S. Law). The Company and each of its Subsidiaries has in a timely manner documented their respective transfer pricing methodologies in material compliance with Section 482 of the Code and the Treasury Regulations promulgated thereunder (or any similar provision of state, local or foreign Law).

(i) No claim has been made in writing by a Governmental Authority in a jurisdiction where the Company or any of its Subsidiaries does not file Tax Returns that it is or is alleged to be subject to material Taxes by that jurisdiction. Except as set forth on Section 4.14(i) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries (i) is subject to Tax in a jurisdiction outside of the jurisdiction in which it is organized, (ii) has a permanent establishment (as defined in any applicable tax treaty) or other fixed place of business in a country other than the country in which it is organized, or (iii) is a party to or the beneficiary of any Tax exemption, Tax holiday or other Tax reduction contract or order.

(j) The Company is not, and has not been at any time during the period specified in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code. Neither the Company nor any of its Subsidiaries owns an interest in any (i) domestic international sales corporation, (ii) foreign sales corporation or (iii) passive foreign investment company (in each case, as such term is defined in the Code). None of the Subsidiaries of the Company is (and has not been since January 31, 2015) a "controlled foreign corporation" (within the meaning of Section 957 of the Code) that is not listed on an IRS Form 5471 attached to the Company's most recently filed U.S. federal income tax return.

(k) Neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or to exclude any material item of deduction from, taxable income from any taxable period (or portion thereof) ending after the Merger Closing Date as a result of any (i) change in method of accounting made prior to the Merger Closing, (ii) closing agreement, advance pricing agreement or other agreement with any Governmental Authority relating to Taxes entered into prior to the Merger Closing, (iii) intercompany transaction entered into prior to the Merger Closing or excess loss account described in Treasury Regulation under Section 1502 of the Code (or any similar provision of state, local or foreign Law), (iv) installment sale or open transaction disposition entered into on or prior to the Merger Closing, (v) prepaid amount received prior to the Merger Closing Date, or (vi) election under Section 108(i) of the Code.

(l) Neither the Company nor any of its Subsidiaries has any liability for material Taxes of another person (x) pursuant Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law) (y) as a transferee or successor or (z) pursuant to any Tax sharing or Tax indemnification or similar agreement (other than any such agreements solely between the Company and its Subsidiaries).

(m) The Company has delivered and made available to Parent true, correct and complete copies of all (i) U.S. federal and state income or franchise Tax Returns of the Company and each of its Subsidiaries for all periods ending on or after January 31, 2013, and (ii) any audit reports, letter rulings, technical advice memoranda and any similar documents issued by a Governmental Authority relating to Taxes of the Company or any of its Subsidiaries.

All references to the Company or any of its Subsidiaries in this Section 4.14 shall include references to any person that merged with and into or liquidated into the Company or such Subsidiary, or for whose Taxes the Company or such Subsidiary is or could be held liable.

Section 4.15. Properties .

(a) Neither the Company nor any of its Subsidiaries owns or has ever owned any real property.

(b) Section 4.15(b) of the Company Disclosure Letter sets forth, as of the date hereof, a true and complete list of all leases of real property (the " Real Property Leases ") under which the Company or any of its Subsidiaries is a tenant or a subtenant is obligated to pay more than $200,000 per annum (individually, a " Leased Real Property "). The Company or a Subsidiary of the Company has a good and marketable title to, or in the case of leased property and assets has a valid leasehold interest in, all material tangible property and material assets (whether real or personal) reflected in the latest balance sheet of the Company included in the SEC Documents and in each Leased Real Property, and all Real Property Leases are in full force and effect as of the date of this Agreement, and neither the Company nor any of its Subsidiaries, nor to the Knowledge of the Company, as of the date hereof, any other party to a Real Property Lease, is in violation of any material provision of, or taken or failed to take any act which, with or without notice, lapse of time, or both, would constitute a material default under the provisions of such Real Property Lease, and neither the Company nor any of its Subsidiaries has since January 31, 2015 received written notice that it has materially breached, violated or defaulted under any Real Property Lease.

Section 4.16. Intellectual Property .

(a) For purposes of this Agreement:

(i) " Company Products " means all products, technologies and services (including Software provided as a service) of the Company or any of its Subsidiaries made commercially available as of the date hereof or in development with anticipated commercial release within six (6) months after the date hereof;

(ii) "Owned Company Intellectual Property " means all Intellectual Property and Intellectual Property Rights owned or purported to be owned by the Company or any of its Subsidiaries (whether exclusively, jointly or otherwise), including Company Registered IP;

(iii) " Intellectual Property " means any or all of the following: (A) inventions (whether patentable or not), invention disclosures, industrial designs, improvements, Trade Secrets, proprietary information, know-how, technology, techniques, processes, technical data and customer lists, and all documentation relating to any of the foregoing; (B) business, technical and know-how information, nonpublic information, confidential information; (C) works of authorship (including computer programs, in any form, including source code, object code, or executable code, and whether embodied in software, firmware or otherwise), architecture, artwork, logo images, documentation, files, records, databases and data collections, schematics, diagrams, application programming interfaces, user interfaces, algorithms, websites, verilog files, netlists, emulation and simulation reports, test vectors and hardware development tools; (D) processes, devices, prototypes, schematics, bread boards, net lists, mask works, test methodologies and hardware development tools; and (E) any similar or equivalent property of any of the foregoing;

(iv) " Intellectual Property Rights " means any and all rights arising from or associated with any of the following, whether protected, created or arising under the Laws of the United States or any other jurisdiction: (A) logos, trade names, trademarks and service marks (registered and unregistered), trade dress, slogans and similar rights, all goodwill associated with and all applications (including intent to use applications) to register any of the foregoing (collectively, " Marks "); (B) domain names, uniform resource locators, World Wide Web addresses and any other Internet addresses or identifiers (collectively, " Domain Names "); (iii) patents, utility models and any similar or equivalent rights with respect to the protection of inventions (including utility and design patents, substitutions, continuations, continuations-in-part, divisions, renewals, revivals, reissues, re-examinations, extensions, invention disclosures, records of intention, certificates of invention and priority rights), and all applications for any of the foregoing (collectively, " Patents "); (iv) copyrights and mask works (registered and unregistered), works of authorship and all other rights corresponding thereto, including moral and economic rights of authors and inventors (collectively, " Copyrights "); (v) know-how, trade secrets, inventions, methods, processes, customer lists, technical data, specifications, discoveries, techniques, methodologies, formulae, algorithms, research and development information, technology, product roadmaps, customer lists and

any other information of any kind or nature, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure (" Trade Secrets "); and (vi) publicity rights, database rights and any other proprietary, intellectual or industrial property rights of any kind or nature;

(v) " Open Source Materials " means any Software that is distributed as "free software," "open source software" or under similar licensing or distribution terms (such as the Creative Commons licenses, GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), the Apache License and any license identified as an open source license by the Open Source Initiative (www.opensource.org)); and

(vi) " Software " means in object and source code form (as applicable) any and all computer programs, software, firmware, middleware, applications, APIs, web widgets, scripts and code, and any associated documentation for any the foregoing.

(b) Section 4.16(b) of the Company Disclosure Letter contains a true and complete list of all material Company Products as of the date hereof.

(c) Section 4.16(c) of the Company Disclosure Letter contains a true and complete list of all registered Intellectual Property Rights in which the Company or any of the Subsidiaries has any ownership interest (collectively, the " Company Registered IP "), including: (i) all registered Marks and pending applications to register Marks; (ii) all issued Patents and pending applications for Patents; (iii) all registered Copyrights and pending applications to register Copyrights; and (iv) all Domain Names used in the current conduct of the businesses of the Company or any of its Subsidiaries, including in the case of each of the foregoing clauses (i) through (iii) , the title, application number, filing date, jurisdiction and registration number. With respect to any Patents that are Company Registered IP, none are subject to a terminal disclaimer. Neither the Company nor any of its Subsidiaries has engaged in any manner of false patent marking and has complied with all applicable Laws with respect to marking Company Products with proper references to Patents.

(d) (i) All Company Registered IP (other than patent applications or applications to register trademarks or copyrights and Company Registered IP to which the Company and its Subsidiaries have abandoned or allowed to lapse in their reasonable business discretion) is subsisting and in full force and effect and, to the Knowledge of the Company, valid and enforceable, and, to the Knowledge of the Company, all filings, payments and other actions required to be made or taken to maintain each such item of Company Registered IP in full force and effect have been made by the applicable deadline, (ii) neither the Company nor any of its Subsidiaries has received any written notice of any Action since January 31, 2015 challenging the validity or enforceability of any Company Registered IP or alleging any misuse of such Company Registered IP, and (iii) to the Knowledge of the Company, no Company Registered IP is involved in any litigation, interference, derivation, post-grant, reissue, reexamination, opposition, cancellation or similar Action and no such Action is or has been threatened with respect to any of the Company Registered IP. To the Knowledge of the Company, the Company has met its obligations to disclose all facts, information or circumstances, including any facts or information that would constitute prior art, that would preclude the issuance of or otherwise affect any pending applications for any Company Registered IP. To the Knowledge of the Company, no Marks (whether registered or unregistered) owned, used or applied for by the Company or any of its Subsidiaries conflicts or interferes with any Mark (whether registered or unregistered) owned, used or applied for by any other person and the Company and its Subsidiaries have taken reasonable steps to police the use of each of the Marks owned by or exclusively licensed to the Company or its Subsidiaries in each jurisdiction where the Marks have been used.

(e) To the Knowledge of the Company, with respect to each item of Company Registered IP, all necessary filing, examination, registration, maintenance, renewal and other fees and taxes due on or prior to the date hereof have been timely paid in full (and any such amounts due on or prior to the Merger Closing Date will be timely paid in full), and all necessary documents (including responses to office actions) and certificates have

been timely filed for the purposes of maintaining such Company Registered IP, in each case in accordance with applicable Laws and to avoid loss or abandonment thereof.

(f) The Company or its Subsidiaries own exclusively, free and clear of any and all Liens other than Permitted Liens, all Owned Company Intellectual Property. Neither the Company nor any of its Subsidiaries has received any written notice or claim since January 31, 2015 challenging the Company's ownership of any Owned Company Intellectual Property. The Company has the sole and exclusive right to bring a claim or suit against any other person for past, present or future infringement of any Owned Company Intellectual Property.

(g) To the Knowledge of the Company, the Company has a valid, legal and enforceable right to use all Intellectual Property and Intellectual Property Rights licensed to the Company under the Third Party Intellectual Property Licenses. To the Knowledge of the Company, the Owned Company Intellectual Property together with any Intellectual Property and Intellectual Property Rights licensed to the Company or any of its Subsidiaries under the Third Party Intellectual Property Licenses constitute all of the material Intellectual Property and material Intellectual Property Rights necessary for the conduct of the business of the Company and its Subsidiaries as currently conducted.

(h) The Company has not granted to any person, under any Owned Company Intellectual Property, (i) any exclusive license or rights, (ii) any express, formal covenant not to assert or enforce any Owned Company Intellectual Property (other than rights granted to customers, distributors, resellers, sales agents, marketing agents, contractors, manufacturers, logistics contractors, and product support contractors in the Ordinary Course of Business) or (iii) non-exclusive license or rights that materially deviate in scope from the licenses granted by the Company in the ordinary course of business.

(i) Each of the Company and its Subsidiaries has taken reasonable steps in accordance with standard industry practices to protect its rights in its Owned Company Intellectual Property and maintain the confidentiality of all Trade Secrets and other confidential information of the Company or its Subsidiaries with respect to which the Company or its Subsidiaries owes an obligation of confidentiality to a third party, including the use of industry-standard tools designed to safeguard any such information that is accessible through computer systems or networks. The Company has not received any written notice from any person that there has been an unauthorized use or disclosure of any Trade Secret of the Company or any of its Subsidiaries. Without limiting the foregoing, the Company and its Subsidiaries have a policy requiring all employees, as well as all consultants and contractors who participate in the development of any Intellectual Property or who have access to Trade Secrets, to execute a confidentiality and assignment agreement in the Company's standard form, which form has been made available to Parent. The Company and its Subsidiaries have enforced such policy, except where for any failures to enforce that, individually or in the aggregate, have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole. No employees, consultants or contractors of the Company or any of its Subsidiaries have retained any rights to any Intellectual Property or Intellectual Property Rights that would have constituted Owned Company Intellectual Property under any such agreements absent such retention of rights. To the Knowledge of the Company, no employee, consultant or contractor of the Company or any of its Subsidiaries is in breach of any such agreement in any material respect.

(j) To the Knowledge of the Company, the Company's and its Subsidiaries' development, sale, distribution or other commercial exploitation of the Company Products, and all of the other activities or operations of the business of the Company or any of its Subsidiaries, have not and do not infringe upon (directly, contributorily, by inducement or otherwise), misappropriate, dilute (solely with respect to trademarks) or violate, any Intellectual Property Rights of any third party except as has not had, and would not have, a Material Adverse Effect. Since January 31, 2013, neither the Company nor any of its Subsidiaries has received any written notice of any Action asserting that such infringement, misappropriation or violation has occurred. Since January 31, 2013, neither the Company nor any of its Subsidiaries has received any written request or invitation to take a license under any Patents owned by a third party.

(k) To the Knowledge of the Company, no third party has misappropriated, infringed, diluted (solely with respect to trademarks) or violated any Owned Company Intellectual Property or other Intellectual Property Rights of the Company or any of its Subsidiaries (including any Intellectual Property or Intellectual Property Rights exclusively licensed to the Company or any of its Subsidiaries).

(l) No Owned Company Intellectual Property is subject to any outstanding Judgment restricting or limiting in any material respect the use, licensing or other exploitation thereof by the Company or any of its Subsidiaries.

(m) The execution, delivery and performance by the Company of this Agreement, including the consummation of the Offer and the Merger, will not, with respect to any Contract to which the Company or any of its Subsidiaries is a party, (i) result in Parent or any of its Affiliates being obligated to grant to any third party any rights (including expanded rights) with respect to Intellectual Property or Intellectual Property Rights, except for such obligations applicable to the Surviving Corporation and its Subsidiaries under Owned Company Intellectual Property resulting from Contracts to which the Company or its Subsidiaries are a party immediately prior to the Merger Closing Date and which apply only to the same extent as currently applicable to the Company and its Subsidiaries or (ii) result in the Surviving Corporation and its Subsidiaries being obligated to pay any royalties or other payments to any third party at a rate in excess of that which is payable by the Company and its Subsidiaries had the Offer or the Merger not occurred.

(n) The Company has made available to Parent a lists of all Open Source Materials that comprise, are incorporated into, or combined, distributed or made available for download with any Company Products that are (i) distributed to customers and (ii) commercially available as of the date hereof, and all Open Source Materials used in the development of any Company Products, in each case, as generated by the scanning and reporting tool used by the Company or otherwise made available through the Company's responses to Parent's diligence requests.

(o) During the five (5) years prior to the date hereof, neither the Company nor any of its Subsidiaries has received any written notice or complaint that it has failed to comply with the terms and conditions of any license to any Open Source Materials. To the Knowledge of the Company, neither the Company nor any of its Subsidiaries is in breach of or has breached any of the material terms or conditions of any material license to any Open Source Materials in any material respect. The Company has not used, incorporated, combined or distributed any Open Source Materials with any Software of the Company Products that the Company intends to keep proprietary in a manner that requires that such Software for such Company Products be (i) disclosed or distributed or otherwise made available in source code form, (ii) licensed for the purpose of making derivative works, (iii) redistributable at no charge or minimal charge or (iv) licensed under the same license as such Open Source Materials.

(p) Neither the Company nor any of its Subsidiaries is a member of or party to any patent pool, standards-setting organizations, multi-party special interest industry standards body, trade association or other organization pursuant to the rules of which it is obligated to license any existing or future Copyrights or Patents to any person or to refrain from asserting any existing or future Copyrights or Patents against any person.

(q) Neither the Company nor any of its Subsidiaries has intentionally included in the Company Products any disabling mechanisms or protection features that are designed to disrupt, disable, harm or otherwise impede in any material respect the normal and authorized operation of, or provide unauthorized access to, a computer system or network or other device on which Company Products are stored or installed or damage or destroy any normal and authorized data or file without the user's consent.

(r) The Company and its Subsidiaries implement policies and procedures materially consistent with generally accepted industry standards to identify and protect against viruses, worms, and other malicious Software routines adversely affecting the information technology systems used in connection with the operation of the Company and its Subsidiaries and their respective businesses. The Company and its Subsidiaries have

disaster recovery and business continuity plans, procedures and facilities materially consistent with generally accepted industry standards for the business of the Company and its Subsidiaries. To the Knowledge of the Company, there have been no materially unauthorized intrusions or breaches of the security of such information technology systems.

(s) No source code of any Software used in any Company Product has been disclosed by the Company or any of its Subsidiaries, except (i) for disclosure to employees or individual independent contractors of the Company or such Subsidiaries on a need-to-know basis and who are bound by confidentiality agreements with respect to such disclosure or (ii) to escrow agents under source code escrow agreements with such escrow agents that include reasonable non-disclosure provisions. Section 4.16(s) of the Company Disclosure Letter includes a true and complete list of all such escrow agreements and arrangements and the Company has made available to Parent all such agreements. No condition has occurred that would be sufficient to entitle the beneficiary under any source code escrow arrangement under which the Company or any Subsidiary has deposited any such source code for Company Products to require release of such source code from escrow. The consummation of the transactions contemplated hereby (including the Offer and the Merger) will not constitute a source code escrow release condition to require release of such source code for Company Products from escrow.

(t) No Governmental Authority nor any university, college or other academic institution has ownership rights or any ownership interest in or to any Company Intellectual Property Rights.

(u) Neither the Company nor any of its Subsidiaries has distributed or made available, or agreed to distribute or make available (including by contribution to an open source project or community), any material Software developed by the Company or any of its Subsidiaries as Open Source Materials.

(v) Each Company Product has been designed, developed, manufactured, assembled, sold, installed, repaired, licensed and otherwise made available by the Company and its Subsidiaries in compliance with the terms and requirements of any applicable Laws in all material respects.

(w) No customer or other person has asserted or, to the Knowledge of the Company, threatened to assert any material claim against the Company or any of its Subsidiaries (i) under or based upon any contractual obligation or warranty provided by or on behalf of the Company or any of its Subsidiaries, or (b) under or based upon any other warranty relating to any Company Product, except for such assertions that, individually or in the aggregate, have not had and would not have a Material Adverse Effect.

(x) The Company has no Knowledge of any defects in the Company Products that would have a Material Adverse Effect. The Company has disclosed in writing to Parent all material information relating to any problem or issue with respect to any Company Product that materially and adversely affects, or is reasonably expected to materially and adversely affect, the value, functionality or fitness for the intended purpose of such Company Product. Without limiting the generality of the foregoing, (A) there have been and are no defects, malfunctions or nonconformities in any Company Product; (B) there have been, and are, no claims asserted against the Company or any of its Subsidiaries or any of its customers or distributors related to any Company Product; and (C) neither the Company nor any of its Subsidiaries has been required to recall any Company Product, in each case with respect to clauses (A) and (B), except as have not had and would not have, individually or in the aggregate, a Material Adverse Effect.

Section 4.17. Insurance. The Company and each of its Subsidiaries is covered by valid and currently effective insurance policies issued in favor of the Company or one or more of its Subsidiaries that are customary and adequate for companies of similar size in the industries and locations in which the Company operates, except where the failure to have such policies would not be material to the Company and its Subsidiaries, taken as a whole. The Company has made available to Parent copies of all material insurance policies issued in favor of the Company or any of its Subsidiaries, or pursuant to which the Company or any of its Subsidiaries is a named insured or otherwise a beneficiary, as well as any material historic incurrence-based policies still in force as of

the date of this Agreement (such policies, the " Material Policies "). With respect to each such Material Policy, (a) such Material Policy is in full force and effect and all premiums due thereon have been paid, (b) neither the Company nor any of its Subsidiaries is in breach or default, and has not taken any action or failed to take any action which (with or without notice or lapse of time or both) would constitute such a breach or default, or would permit termination or modification of, any such policy and (c) to the Knowledge of the Company, no insurer issuing any such Material Policy has been declared insolvent or placed in receivership, conservatorship or liquidation, except, in each of the foregoing cases described in clauses (a) , (b) or (c) , as would not, individually or in the aggregate, be material to the Company and its Subsidiaries, taken as a whole. No written notice of cancellation or termination has been received with respect to any such Material Policy.

Section 4.18. Affiliate Transactions . Since January 31, 2015 through the date hereof, there have not been any transactions, Contracts, arrangements or understandings or series of related transactions, Contracts, arrangements or understandings, nor are there any of the foregoing currently proposed, that (if proposed but not having been consummated or executed, if consummated or executed) would be required to be disclosed under Item 404 of Regulation S-K promulgated by the SEC that have not been disclosed in the Filed SEC Documents filed prior to the date hereof.

Section 4.19. Compliance with Anti-Corruption Laws .

(a) The Company, its Subsidiaries and their respective officers, directors and employees and, to the Knowledge of the Company, its Representatives, distributors and resellers acting on behalf of the Company and its Subsidiaries, have at all times complied with, and are currently in compliance with, the Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act and any similar applicable Law of any non-U.S. jurisdiction, or any other applicable Law that prohibits providing a thing of value to improperly influence government officials or other persons (collectively, the " Anti-Corruption Laws ").

(b) Neither the Company nor any of its Subsidiaries, nor any of their respective officers, directors or employees nor, to the Knowledge of the Company, any of its Representatives, distributors or resellers acting on behalf of the Company or its Subsidiaries, has taken or failed to take any action, either directly or indirectly, that constituted a violation of the Anti-Corruption Laws. Neither the Company nor any of its Subsidiaries, nor any of their respective officers, directors or employees nor, to the Knowledge of the Company, any of its Representatives, distributors or resellers acting on behalf of the Company or its Subsidiaries has made, offered, authorized, promised, accepted or solicited, either directly or indirectly, any payment, contribution, gift, entertainment, bribe, rebate, kickback or any other thing of value, regardless of form or amount, to or from: (i) any official, employee or representative of a Governmental Authority, any political party or official thereof, any candidate for political office, or any other persons; (ii) any director, officer, executive, employee or person affiliated with an entity owned or controlled by a Governmental Authority, political party or candidate for political office; or (iii) any director, officer, executive or employee of a public international organization, or other persons, to obtain or retain a competitive advantage, to receive favorable treatment in obtaining or retaining business or compensate for favorable treatment already secured, or to influence any action, inaction or decision.

(c) There have been no false, fictitious or misleading entries made in the books or records of the Company or any of its Subsidiaries relating to any illegal payment or secret or unrecorded fund and neither the Company nor any of its Subsidiaries has established or maintained a secret or unrecorded fund.

(d) Neither the Company nor any of its Subsidiaries, nor any of their respective directors, officers or employees nor, to the Knowledge of the Company, any of its Representatives, distributors or resellers acting on behalf of the Company or any of its Subsidiaries (i) is, or has been, under administrative, civil, or criminal investigation, indictment, information, suspension, debarment, or audit (other than a routine contract audit) by any party, in connection with alleged or possible violations of the Anti-Corruption Laws or has received a whistleblower report of such alleged or possible violations, (ii) has been the subject of or subject to any inquiry or allegation of any kind in connection with alleged or possible violations of the Anti-Corruption Laws, or

(iii) has received any notice from, or made a voluntary disclosure to, the U.S. Department of Justice, the SEC or other similar agency of any non-U.S. jurisdiction regarding alleged or possible violations of any Anti-Corruption Laws.

(e) The Company and its Subsidiaries have in place controls and systems designed to monitor and reasonably ensure compliance with Anti-Corruption Laws.

Section 4.20. Privacy and Security .

(a) Except as has not had and would not have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and each of its Subsidiaries have, at all times, complied with applicable privacy and data security Laws (collectively, " Privacy Laws ") and their respective internal privacy policies; (ii) the Company and each of its Subsidiaries have been and are in compliance with all of the terms of all Contracts to which the Company or any Subsidiary is a party relating to the use, collection, storage, disclosure and transfer of any personally identifiable information collected, accessed or obtained by the Company or any of its Subsidiaries or by third parties having authorized access to the records of the Company or any of its Subsidiaries; (iii) neither the Company nor any of its Subsidiaries has, since January 31, 2014, received a written complaint regarding actual or alleged violation of any Privacy Law by the Company, any of its Subsidiaries, any of their customers or any users of any Company Product; and (iv) use, collection, storage, disclosure and transfer of any personally identifiable information collected, accessed or obtained by third parties having authorized access to the records of the Company or any of its Subsidiaries has, at all times, complied with such privacy policies and Privacy Laws.

(b) The Company and each of its Subsidiaries exercises reasonable care with respect to the security of any personally identifiable information in the Company's or such Subsidiary's possession, custody or control. To the Knowledge of the Company, since January 31, 2014, neither the Company nor any of its Subsidiaries has experienced any material breach of security or other unauthorized access by third parties to any personally identifiable information in the Company's or any Subsidiary's possession, custody or control.

Section 4.21. Suppliers . Section 4.21 of the Company Disclosure Letter sets forth a true and complete list of the top ten (10) suppliers (collectively, the " Top Suppliers ") measured by the aggregate amounts paid by the Company and its Subsidiaries to such supplier and its Affiliates during the twelve (12) months ended January 31, 2017. Since January 31, 2016 through the date of this Agreement, (a) there has been no termination of any business relationship of the Company or any of its Subsidiaries with any Top Supplier, (b) there has been no change in the terms of its business relationship with any Top Supplier in a manner that is materially adverse to business of the Company or any of its Subsidiaries and (c) no Top Supplier has notified the Company or any of its Subsidiaries in writing that it intends to terminate its business relationship with the Company or its Subsidiaries or change the pricing or other terms of such business relationship in a manner that is or would reasonably be expected to be materially adverse to the Company or any of its Subsidiaries.

Section 4.22. Customers . Section 4.22 of the Company Disclosure Letter sets forth a true and complete list of the top twenty (20) customers (whether end customers, distributors or resellers) (collectively, the " Top Customers "), as measured by the aggregate amounts paid by such customer and its Affiliates to the Company or any of its Subsidiaries during the twelve (12) months ended January 31, 2017. As of the date of this Agreement, no Top Customer has canceled or otherwise terminated or, to the Knowledge of the Company, threatened to cancel, terminate or otherwise materially and adversely alter the terms of its business relationship with the Company.

Section 4.23. Information Supplied . None of the information supplied or to be supplied by or on behalf of the Company for inclusion or incorporation by reference in the Offer Documents or the Schedule 14D-9 will, at the time such document is filed with the SEC, at any time such document is amended or supplemented or at the time such document is first published, sent or given to the Company's stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 4.24. State Takeover Statutes; Rights Plan . Assuming the accuracy of the representations and warranties of Parent and Merger Sub set forth in Section 5.09 , to the Knowledge of the Company, no Takeover Law applies or purports to apply to the Company with respect to this Agreement, the Offer, the Merger, the Support Agreement or any of the other transactions contemplated by this Agreement. The Company has no "rights plan," "rights agreement" or "poison pill" in effect.

Section 4.25. Brokers and Other Advisors . (a) No broker, investment banker, financial advisor or other person, other than Goldman, Sachs & Co. (the " Financial Advisor "), the fees and expenses of which will be paid by the Company, is entitled to any broker's, finder's or financial advisor's fee or commission in connection with the Offer, the Merger, the Support Agreement or any of the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company and (b) the Company has made available to Parent a true and complete copy of each Contract between the Company and any of its Subsidiaries, on the one hand, and the Financial Advisor, on the other hand, relating to the foregoing fees and expenses as of the date hereof (collectively, the " Financial Advisor Agreement ").

Section 4.26. Opinion of Financial Advisor . The Company Board has received the opinion of the Financial Advisor (the " Fairness Opinion "), dated the date hereof, to the effect that, as of such date, and based upon and subject to the factors and assumptions set forth therein, $12.50 in cash per share of Company Common Stock to be paid to the holders of Company Common Stock (other than Parent and its Affiliates) pursuant to this Agreement is fair, from a financial point of view, to such holders.

Section 4.27. Rule 14d-10 Matters . All amounts payable to holders of Company Common Stock and other equity interests of the Company (" Covered Securityholders ") pursuant to the Company Benefit Plans (a) are being paid or granted as compensation for past services performed, future services to be performed or future services to be refrained from performing by the Covered Securityholders (and matters incidental thereto) and (b) are not calculated based on the number of shares tendered or to be tendered into the Offer by the applicable Covered Securityholder. The Compensation Committee of the Company Board (the " Compensation Committee ") (each member of which the Company Board determined is an "independent director" within the meaning of the applicable rules and regulations of the New York Stock Exchange and is an "independent director" in accordance with the requirements of Rule 14d-10(d)(2) under the Exchange Act) (i) at a meeting duly called and held, or to be duly called and held prior to the Acceptance Time, at which all members of the Compensation Committee were present, duly and unanimously adopted or will adopt resolutions approving as an "employment compensation, severance or other employee benefit arrangement" within the meaning of Rule 14d-10(d)(1) under the Exchange Act (an " Employment Compensation Arrangement ") (A) each Company Stock Plan, (B) the treatment of the Company Stock Options, Company RSUs and Company RSAs in accordance with the terms set forth herein, the applicable Company Stock Plan and any applicable Company Benefit Plans, and (C) each other Company Benefit Plan set forth in Section 4.27 of the Company Disclosure Letter, which resolutions have not been rescinded, modified or withdrawn, and (ii) has taken all or will take prior to the Acceptance Time other actions necessary to satisfy the requirements of the non-exclusive safe harbor under Rule 14d-10(d) under the Exchange Act with respect to the foregoing arrangements.

Article V

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub, jointly and severally, represent and warrant to the Company as follows:

Section 5.01. Organization, Standing and Power . Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite corporate or similar power and authority to carry on its business as presently conducted.

Section 5.02. Authority . Each of Parent and Merger Sub has all requisite corporate or similar power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this

Agreement, including the Offer and the Merger. The execution and delivery of this Agreement by Parent and Merger Sub and the consummation of the transactions contemplated by, and compliance with the provisions of, this Agreement, including the Offer and the Merger, by Parent and Merger Sub have been duly authorized by all necessary corporate or similar action on the part of each of Parent and Merger Sub, and no other corporate or similar proceedings (including any stockholder action) on the part of Parent or Merger Sub are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement, including the Offer and the Merger. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 5.03. Non-Contravention . The execution and delivery of this Agreement by Parent and Merger Sub do not, and the consummation of the Offer, the Merger and the other transactions contemplated by this Agreement will not, conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of a benefit under, or result in the creation of any Lien upon any of the properties, rights or assets of Parent or Merger Sub under, any provision of (a) the certificate of incorporation or bylaws of Parent or the certificate of incorporation or bylaws of Merger Sub or (b) subject to the filings and other matters referred to in the immediately following sentence, (i) any Contract to which Parent or Merger Sub or any of their respective Subsidiaries is a party or by which any of their respective properties, rights or assets is bound or (ii) any Law or Judgment, in each case applicable to Parent or Merger Sub or any of their respective Subsidiaries or any of their respective properties, rights or assets, other than, in the case of this clause (b), any such conflicts, violations, breaches, defaults, rights, obligations, losses or Liens, or any such consent, waiver or approval the failure of which to be obtained, have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. No Governmental Authorization of, by or with (as applicable), or notice to, any Governmental Authority is required to be obtained or made by or with respect to Parent or Merger Sub or any of their respective Subsidiaries in connection with the execution and delivery of this Agreement by Parent and Merger Sub or the consummation by Parent and Merger Sub of the Offer, the Merger or the other transactions contemplated by this Agreement, except for (w) the filing of a premerger notification and report form by Parent under the HSR Act, and the filings and receipt, termination or expiration, as applicable, of such other approvals or waiting periods as may be required under any Foreign Merger Control Laws, (x) the filing with the SEC of the Offer Documents, (y) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and (z) such other Governmental Authorizations and notices the failure of which to be obtained or made have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 5.04. Available Funds . Parent has and, at the Acceptance Time and at the Merger Closing, will have, access to all of the funds that are necessary to satisfy all of Parent's and Merger Sub's obligations under this Agreement on the Merger Closing Date, including the payment of the Offer Price in respect of each share of Company Common Stock validly tendered and accepted in the Offer, the Merger Consideration and all payments to the holders of Cash-Out Options and Cash-Out RSUs and the payment of all fees and expenses related to or arising out of the transactions contemplated by this Agreement.

Section 5.05. Information Supplied . None of the information supplied or to be supplied by or on behalf of Parent or Merger Sub or any of Parent's Subsidiaries for inclusion or incorporation by reference in the Offer Documents or the Schedule 14D-9 will, at the time such document is filed with the SEC, at any time such document is amended or supplemented or at the time such document is first published, sent or given to the Company's stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 5.06. Operation and Ownership of Merger Sub . Merger Sub has been formed solely for the purpose of engaging in the transactions contemplated hereby and as of the date hereof has not engaged in any business activities other than activities in connection with this Agreement and the transactions contemplated hereby. Parent owns, directly or indirectly, all the outstanding shares of capital stock of Merger Sub, free and clear of all Liens (other than Permitted Liens).

Section 5.07. Litigation . As of the date hereof, there is no Action pending or, to the Knowledge of Parent, threatened, against Parent, Merger Sub or any of their respective Subsidiaries challenging the validity or propriety of the Merger or the other transactions contemplated by this Agreement which, if adversely determined, would have or reasonably be expected to have a Parent Material Adverse Effect.

Section 5.08. Brokers and Other Advisors . No broker, investment banker, financial advisor or other person, other than Merrill Lynch, Pierce, Fenner & Smith Incorporated, the fees and expenses of which will be paid by Parent, is entitled to any broker's, finder's or financial advisor's fee or commission in connection with the Offer, the Merger, the Support Agreement or any of the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of Parent or Merger Sub.

Section 5.09. DGCL Section 203 . At the time the Company Board approved this Agreement, neither Parent nor Merger Sub was an "interested stockholder" of the Company as defined in Section 203 of the DGCL.

Section 5.10. Independent Investigation . Each of the Parent and Merger Sub acknowledges that it has conducted to its satisfaction its own independent investigation and analysis of the business, operations, assets, liabilities, results of operations, condition (financial or otherwise) and prospects of the Company and the Company's Subsidiaries and that each of Parent and Merger Sub and their respective Representatives have received access to certain books and records, facilities, equipment, contracts and other assets of the Company and its Subsidiaries that Parent, Merger Sub and their respective Representatives have requested to review, and have had discussions with the Company's management, for such purpose. Each of Parent and Merger Sub hereby acknowledge and agree that, except for the representations and warranties set forth in Article IV (in each case as qualified and limited by the Company Disclosure Letter), (a) none of the Company or any of its Subsidiaries, or any of its or their respective Affiliates, stockholders or Representatives, or any other person acting on behalf of the Company, has made or is making any express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses or operations, and (b) except as set forth in the express representations and warranties of the Company set forth in Article IV (in each case as qualified and limited by the Company Disclosure Letter) , to the fullest extent permitted by law, none of the Company or any of its Subsidiaries, or any of its or their respective Affiliates, stockholders or Representatives, or any other person acting on behalf of the Company, will have or be subject to any liability or indemnification or other obligation of any kind or nature to Parent, Merger Sub or any of their respective Affiliates, stockholders or Representatives, or any other person acting on behalf of Parent, with respect to any such information provided or made available to any of them, including any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material provided or made available in "data rooms," confidential information memoranda, management presentations or otherwise in anticipation or contemplation of the Offer, the Merger or any other transaction contemplated by this Agreement.

Section 5.11. Non-Reliance on Company Estimates, Projections, Forecasts, Forward-Looking Statements and Business Plans . In connection with the due diligence investigation of the Company by Parent and Merger Sub and their respective Representatives, Parent, Merger Sub and their respective Representatives have received and may continue to receive after the date hereof from the Company and its Representatives certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding the Company and its business and operations. Parent and Merger Sub hereby acknowledge that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, with which Parent and Merger Sub are familiar, that Parent and Merger Sub are taking full responsibility for making their own evaluation of the adequacy and accuracy of all

estimates, projections, forecasts and other forward-looking information, as well as such business plans, so furnished to them (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, forward-looking information or business plans), and that neither the Company nor any of its Representatives makes any representations or warranties to Parent and Merger Sub and will have no liability to Parent, Merger Sub or any other person with respect to the above described information and matters, in each case, except as set forth in the express representations and warranties set forth in this Agreement or pursuant to the rights and remedies set forth herein as a result of any inaccuracy in any such representations or warranties.

Article VI

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 6.01. Conduct of Business by the Company .

(a) *Interim Operations* . Except as set forth in Section 6.01 of the Company Disclosure Letter, required by Law or consented to in writing in advance by Parent (such consent not to be unreasonably withheld, conditioned or delayed), during the period from the date hereof until the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 9.01 , the Company shall, and shall cause each of its Subsidiaries to, (x) carry on its business only in the ordinary course of business, (y) use commercially reasonable efforts to preserve intact its current business organization and to preserve its relationships and goodwill with customers, suppliers, employees, licensors, licensees, distributors, lessors and others having significant business dealings with the Company or any of its Subsidiaries and (z) comply with applicable Law in all material respects. Without limiting the generality of the foregoing, except as set forth in Section 6.01 of the Company Disclosure Letter, required by Law or consented to in writing in advance by Parent (such consent not to be unreasonably withheld, conditioned or delayed), during the period from the date hereof until the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 9.01 , the Company shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

(i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any Company Securities or Company Subsidiary Securities or set any record date therefor, other than dividends or distributions by a direct or indirect wholly owned Subsidiary of the Company to its parent (provided that neither the Company nor any of its Subsidiaries shall repatriate any material amount of cash as a dividend from any Subsidiary outside of the United States to the Company or any of its U.S. Subsidiaries);

(ii) split, combine, reclassify or otherwise amend the terms of any Company Securities or Company Subsidiary Securities or issue or authorize the issuance of any other securities in lieu of or in substitution for shares of Company Securities;

(iii) repurchase, redeem or otherwise acquire any Company Securities or Company Subsidiary Securities or any options, warrants or other rights to acquire any such Company Securities or Company Subsidiary Securities, other than (A) the acquisition by the Company of shares of Company Common Stock in connection with the surrender of shares of Company Common Stock by holders of Company Stock Options in order to pay all or a portion of the exercise price of the Company Stock Options, (B) the withholding of shares of Company Common Stock to satisfy all or a portion of any Tax obligations with respect to Company Equity Awards, and (C) the acquisition by the Company of Company Equity Awards in connection with the forfeiture of such awards;

(iv) issue, deliver or sell any shares of Company Securities or Company Subsidiary Securities or other voting securities or equity interests, any securities convertible or exchangeable into any such shares, voting securities or equity interests, any options, warrants or other rights to acquire any such shares, voting securities,

equity interests or convertible or exchangeable securities, any stock-based performance units, any Voting Company Debt or any other rights that give any person the right to receive any economic interest of a nature accruing to the holders of Company Common Stock, other than, in each case, (A) upon the exercise or settlement of Company Equity Awards outstanding on the date hereof or issuances pursuant to the ESPP, in each case in accordance with their terms as of the date hereof, (B) by a wholly owned Subsidiary of the Company of such Subsidiary's capital stock to the Company or another wholly owned Subsidiary of the Company and (C) as described in Section 6.01(a)(iv) of the Company Disclosure Letter;

(v) mortgage, pledge, hypothecate, grant an easement with respect to, or otherwise encumber or restrict the use of Company Securities or Company Subsidiary Securities or assets, properties or rights (including Intellectual Property rights) of the Company or any of its Subsidiaries, or otherwise create, assume or suffer to exist any Liens thereupon except Permitted Liens and Liens granted as of the date of this Agreement with respect to the Company's Existing Credit Facility;

(vi) amend the Company Certificate of Incorporation or the Company Bylaws or the comparable organizational documents of any Subsidiary of the Company;

(vii) acquire or agree to acquire from any third person (A) by merging or consolidating with, purchasing an equity interest in or a substantial portion of the assets of, making an investment in or loan or capital contribution to or in any other manner, any person or business, or (B) any assets that are otherwise material to the Company and its Subsidiaries, other than (x) inventory, supplies or raw materials acquired in the ordinary course of business, (y) equipment and other assets acquired as contemplated under the Fixed Asset Plan as permitted pursuant to Section 6.01(a)(xi) below, and (z) any other assets for which the consideration payable by the Company or any of its Subsidiaries does not exceed $1,000,000 in the aggregate for all such assets;

(viii) (A) sell, lease, license, sub-license or otherwise dispose of, or otherwise encumber any of its properties, rights or assets (including Intellectual Property rights), other than (1) sales of inventory, licenses of Software or sales of professional services in the Ordinary Course of Business, (2) sales, relinquishment or other disposition of assets that are obsolete or that are no longer used in, or useful for, the conduct of the business of the Company and its Subsidiaries, in each case, in the Ordinary Course of Business, (3) sales, licenses, sublicenses or other dispositions in the Ordinary Course of Business permitted under Contracts existing as of the date of this Agreement, or (4) sales of assets with a value of less than $500,000 individually or in a series of related transactions, or $1,000,000 in the aggregate; or (B) abandon or permit to lapse any Company Registered IP; provided , however , that in any of the foregoing cases described in clause (A) or (B) , neither the Company nor any of its Subsidiaries will distribute or make available (including by contribution to an open source project or community) any Software developed by the Company or any of its Subsidiaries as Open Source Materials without first obtaining Parent's prior written consent;

(ix) adopt or enter into any plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries;

(x) (A) incur, create, assume or otherwise become liable for, any Indebtedness (excluding letters of credit put in place, and capital leases entered into, in each case, in the Ordinary Course of Business) owed to any third person, or amend, modify or refinance any Indebtedness owed to any third person (excluding with respect to letters of credit and capital leases in existence as of the date of this Agreement in the Ordinary Course of Business), (B) make any loans, advances or capital contributions to, or investments in, any other person, other than the Company or any of its wholly owned Subsidiaries (other than advances of expenses and other routine amounts to employees in the Ordinary Course of Business) or (C) redeem, repurchase, prepay, defease, cancel or otherwise acquire any Indebtedness (other than letters of credit and capital leases in the Ordinary Course of Business);

(xi) purchase, or commit to purchase, fixed or other capital assets except as contemplated by and in accordance with the FY18 Fixed Asset Plan set forth in Section 6.01(a)(xi) of the Company Disclosure Letter

(the " Fixed Asset Plan "), which Fixed Asset Plan was approved as part of the Company's FY2018 AOP by the Company Board on February 16, 2017;

(xii) pay, discharge, settle or satisfy any material claims, liabilities or obligations (whether absolute, accrued, asserted or unasserted, contingent or otherwise), other than (A) the payment, discharge or satisfaction in the Ordinary Course of Business, or as required by their terms as in effect on the date hereof of claims, liabilities or obligations reflected or reserved against in the most recent audited financial statements (or the notes thereto) of the Company included in the Filed SEC Documents (for amounts not in excess of such reserves) or incurred since the date of such financial statements in the Ordinary Course of Business, (B) payment of severance or other termination benefits to employees in the Ordinary Course of Business to the extent otherwise permitted pursuant to Section 6.01(a)(xix) , (C) payment of fees and expenses to Representatives of the Company incurred in connection with the transactions contemplated by this Agreement; or (D) compromises, settlements or agreements to settle any Action which would not require Parent consent pursuant to Section 6.01(a)(xiii) ;

(xiii) commence any Action (other than any Action against Parent and Merger Sub with respect to the enforcement of this Agreement), or compromise, settle or agree to settle any Action made or pending by, or against, the Company or any of its Subsidiaries, other than the commencement or settlement of Actions in the Ordinary Course of Business that are unrelated to Intellectual Property Rights and involve only the payment by or to the Company or any of its Subsidiaries of money damages (net of insurance proceeds received) in an amount of no more than $1,000,000 individually or $5,000,000 in the aggregate; provided that the foregoing shall not permit the Company or any of its Subsidiaries to settle any Action (x) that would impose any restrictions or changes (other than *de minimis* restrictions or changes) to the business or operations of, or result in the imposition of equitable relief on, or require any admission of wrongdoing by, the Company or any of its Subsidiaries, or (y) for which such settlement is not permitted pursuant to Section 7.02 ;

(xiv) (A) enter into, terminate (except a termination of any Material Contract by its terms due solely to the passage of time), cancel, amend in any material respect or modify in any material respect any Material Contract or enter into any Contract that, if in effect on the date hereof, would have been a Material Contract, excluding, in each of the foregoing cases but subject to the following proviso, any such Contract which (1) is or would constitute a Material Contract under subsections (ii) , (iii) , (iv) or (xii) of Section 4.11(a) , (2) is a renewal of a Contract made available to Parent on terms no less favorable in all material respects in the aggregate to Company and its Subsidiaries than the terms of such Contract as made available to Parent, (3) is a customer Contract providing for the sale of Company Products, (4) is a distributor Contract providing for third-party distribution of Company Products or (5) is a supplier or vendor Contract providing for the supply of goods or services for use in the production of Company Products, so long as such supplier or vendor Contract does not require and would not reasonably be expected to result in any payments (whether made directly or indirectly via a third person) by the Company or any of its Subsidiaries to any counterparty to such Contract (or any of such counterparty's Affiliates) in an aggregate amount in excess of $3,000,000 per Contract or series of related Contracts or $15,000,000 in the aggregate, in each case, in any fiscal quarter of the Company, with the foregoing threshold amounts to be pro rated for the remaining period of the current fiscal quarter as of the date of this Agreement; provided that no Contract described in any of the foregoing clauses (1) through (5) shall be so excluded from the restrictions of this Section 6.01(a) if such Contract is (or, if entered into prior to the date hereof, would have been) a Material Contract pursuant to subsection (v) , (vi) , (viii) or (ix) of Section 4.11(a) ; and provided , further that no Contract described in the foregoing clause (5) shall be so excluded from the restrictions of this Section 6.01(a) if such Contract contains any purchasing commitment by the Company or any of its Subsidiaries for a term in excess of six (6) months from the date thereof; (B) waive any material term of or any material default under, or release, settle or compromise any material claim against the Company or any of its Subsidiaries or any material liability or material obligation owing to the Company or any of its Subsidiaries under, any Material Contract (except, in each case, as permitted pursuant to Section 6.01(a)(xiii)) ; (C) enter into any Contract which contains a change of control or similar provision that would require a payment to the other party or parties thereto in connection with the Offer, the Merger, the Support Agreement or the other transactions

contemplated herein (including in combination with any other event or circumstance); or (D) amend or modify the Financial Advisor Agreement;

(xv) change its fiscal year or change any of its financial accounting methods, principles or practices, except insofar as may have been required by a change in GAAP or applicable Law, or (other than as required by GAAP for any assets that are required to be marked-to-market on a periodic basis) revalue any of its material assets;

(xvi) (A) change any material method of Tax accounting or make, change or revoke any material Tax election, (B) file any material amended Tax Return or claim for Tax refund, (C) settle or compromise any material Tax liability or refund, (D) extend the statutory period of limitations with respect to the assessment or collection of any material Tax, (E) change any tax period, (F) prepare or file any material Tax Return other than on a basis consistent with past practice (except as otherwise required by a change in applicable Tax Law), or (F) enter into any "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of state, local or foreign law) or any Tax allocation, indemnification or sharing agreement (excluding any commercial agreements entered into in the ordinary course of business and not primarily relating to Taxes) or request any Tax ruling or Tax holiday;

(xvii) fail to keep in force insurance policies or replacement or revised provisions regarding insurance coverage with respect to the material assets, operations and activities of the Company and its Subsidiaries as currently in effect;

(xviii) enter into any new lease of real property involving payments of more than $200,000 in the aggregate per year, or amend the terms of any existing lease of real property that would require payments over the remaining term of such lease in excess of $200,000 per year, other than renewals of existing leases in the ordinary course of business;

(xix) except as required by the terms of any Company Benefit Plan as in effect on the date of this Agreement or as described in Section 6.01(a)(xix) of the Company Disclosure Letter, (A) increase the compensation or benefits payable or to become payable to any of its directors, officers, employees or individual independent contractors (except for annual merit increases in base salary of employees who are not officers in the Ordinary Course of Business by no more than 10% per individual and not to exceed 4.0% in the aggregate), (B) grant to any of its directors, officers, employees or individual independent contractors any increase in severance or termination pay, (C) pay or award, or commit to pay or award, any bonuses or incentive compensation, (D) enter into any employment, consulting, severance, retention or termination agreement (including, for the avoidance of doubt, offer letters) with any of its directors, officers, employees or individual independent contractors, other than offer letters that do not provide any severance, retention, change in control or equity award commitments with new non-executive employee hires, and new contractor or consultant engagements, that are permitted under clause (H) or clause (I) hereof or in connection with any promotions of existing employees in the Ordinary Course of Business (so long as the terms of such promotion are otherwise not prohibited under this Section 6.01(a) and subject to prior consultation with Parent in the case of any promotion to a position at the level of Vice President or above), (E) establish, adopt, enter into, amend or terminate any Labor Agreement, or any Company Benefit Plan, in each case other than as otherwise permitted by this clause (xix), (F) take any action to accelerate any payment or benefit, or the funding of any payment or benefit, payable or to become payable to any of its directors, officers, employees or individual independent contractors, (G) terminate the employment of any executive officer of the Company, other than for cause, (H) hire any employee having an annual base salary in excess of $200,000, or (I) engage any individual independent contractor, except pursuant to a consulting agreement that provides for annual consulting fees of less than $200,000 and is terminable on a notice period of thirty (30) days or less; or

(xx) authorize any of, or commit or agree to take any of, the foregoing actions.

If the Company or any of its Subsidiaries desires to take an action that would be prohibited pursuant to this Section 6.01(a) without the prior written consent of Parent, the Company may seek such written consent by sending an email or contacting by telephone either of the two (2) Representatives of Parent designated by Parent and listed on Section 6.01(a) of the Company Disclosure Letter (for the avoidance of doubt, this paragraph will apply in lieu of Section 11.03 with respect to any consents sought by the Company pursuant to this Section 6.01(a)).

(b) *Conduct of Business by Merger Sub* . Until the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 9.01 , except as otherwise expressly contemplated pursuant to this Agreement or as required by applicable Law, Merger Sub shall not engage in any activity of any nature except for activities related to or in furtherance of the Offer, the Merger and the other transactions contemplated by this Agreement.

(c) *Notice of Changes* . Until the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 9.01 , each of the Company and Parent shall promptly notify the other of: (i) any written notice or other written communication received by such Party from any person alleging that the consent of such person is or may be required in connection with the Offer or the Merger if the failure to obtain such consent would materially affect the consummation of the Offer or the Merger; and (ii) any Actions commenced or, to its Knowledge, threatened against, the Company or any of its Subsidiaries, or Parent or any of its Subsidiaries, as the case may be, that purport to materially affect the consummation of the Offer or the Merger, or that make allegations that, if true, would have, individually or in the aggregate, a Material Adverse Effect. Until the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 9.01 , the Company shall promptly notify Parent of (A) any inaccuracy of any representation or warranty of the Company contained herein at any time during the term hereof; and (B) any failure of the Company to comply with or satisfy any covenant or agreement to be complied with or satisfied by it hereunder, in each case, if and only to the extent that such inaccuracy or failure to comply would cause any of the conditions to the obligations of Parent and Merger Sub to consummate the Offer or Merger to not be satisfied at the Offer Closing or the Merger Closing, respectively. For the avoidance of doubt, the delivery of any notice pursuant to this Section 6.01(c) shall not limit or otherwise affect the remedies available hereunder to the Party receiving such notice and shall not cure any inaccuracy or breach of any representation, warranty, covenant or agreement.

Section 6.02. Non-Solicitation; Change of Recommendation .

(a) *No Solicitation* . Until the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 9.01 , the Company shall not, and shall cause its Subsidiaries and the officers and directors of the Company and its Subsidiaries not to, and shall use reasonable best efforts to cause its other Representatives not to, directly or indirectly, (i) solicit, initiate, endorse, knowingly facilitate or knowingly encourage the submission or announcement of any inquiries, proposals or offers that constitute or would reasonably be expected to lead to any Takeover Proposal, (ii) provide any nonpublic information concerning the Company or any of its Subsidiaries to any person or group in connection with any Takeover Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to any Takeover Proposal, or engage in any discussions or negotiations with respect to any Takeover Proposal (other than solely to inform any relevant third party of the restrictions in this Section 6.02), (iii) approve, support, adopt, endorse or recommend any Takeover Proposal, (iv) take any action to make the provisions of any Takeover Law inapplicable to any person other than Parent and its Affiliates or to any transactions constituting or contemplated by a Takeover Proposal, (v) otherwise cooperate with or assist or participate in, or knowingly facilitate, any such inquiries, proposals, offers, discussions or negotiations, or (vi) resolve or agree to do any of the foregoing. Subject to Section 6.02(b) , the Company shall, and shall cause its Subsidiaries and its and their respective officers and directors to, and shall use reasonable best efforts to cause its and their respective other Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any person or groups that may be ongoing with respect to any Takeover Proposal or potential Takeover Proposal. The Company shall promptly after the date hereof instruct each person (if any) that has heretofore executed a confidentiality agreement (other than the Confidentiality Agreement) relating to a Takeover Proposal or potential Takeover Proposal with or for the benefit of the

Company promptly to return to the Company or destroy all information, documents, and materials relating to the Takeover Proposal or to the Company or its businesses, operations or affairs heretofore furnished by the Company, any of its Subsidiaries or any of their respective Representatives to such person or any of its Representatives in accordance with the terms of such confidentiality agreement, and shall enforce (including by seeking an injunction) the contractual rights of the Company or any of its Subsidiaries under any such agreement with respect thereto, and shall enforce, and not waive, terminate or modify without Parent's prior written consent, any standstill or similar provision in any confidentiality, standstill or other agreement with such person; provided that the Company may waive any standstill or similar provisions to the extent necessary to permit a person to make, on a confidential basis to the Company Board, a Takeover Proposal, conditioned upon such person agreeing to disclosure of such Takeover Proposal to Parent and Merger Sub, in each case as contemplated by this Section 6.02 (provided , further that the Company may only take such action if the Company Board determines in good faith (after consultation with its outside legal counsel) that the failure of the Company Board to take such action would reasonably be expected to be inconsistent with the Company Board's fiduciary duties under applicable Law). The Company shall not, and shall not permit any of its Subsidiaries or its or their respective Representatives to, enter into any confidentiality agreement subsequent to the date hereof which prohibits the Company from providing to Parent the information required to be provided to Parent pursuant to this Section 6.02.

The term " Takeover Proposal " means any inquiry, proposal or offer from any person or group providing for (a) any direct or indirect acquisition or purchase, in a single transaction or a series of related transactions, of (1) assets representing 20% or more of the aggregate fair market value of the consolidated assets (including Intellectual Property Rights) of the Company and its Subsidiaries, taken as a whole (but excluding, for the avoidance of doubt, any license of Intellectual Property Rights entered into in the ordinary course of business), or (2) shares of Company Common Stock or any other Company Securities or Company Subsidiary Securities, which together with any other shares of Company Common Stock or other Company Securities or Company Subsidiary Securities beneficially owned by such person or group, would represent 20% or more of the outstanding shares of Company Common Stock or other Company Securities or Company Subsidiary Securities, (b) any tender offer or exchange offer that, if consummated, would result in any person or group owning, directly or indirectly, 20% or more of the outstanding shares of Company Common Stock or other Company Securities or Company Subsidiary Securities, (c) any merger, consolidation, business combination, share exchange or similar transaction involving the Company or any of its Subsidiaries pursuant to which any person or group (or the shareholders of any person) would own, directly or indirectly, 20% or more of the aggregate voting power of the Company or of the surviving entity in a merger or the resulting direct or indirect parent of the Company or such surviving entity or 20% or more of the aggregate fair market value of the consolidated assets (including Intellectual Property Rights) of the Company and its Subsidiaries, taken as a whole, or (d) any reorganization, recapitalization, extraordinary dividend, liquidation, dissolution or any other similar transaction involving the Company or any of its material operating Subsidiaries whose business represents 20% or more of the consolidated net revenues, net income or assets of the Company and its Subsidiaries, taken as a whole, for the twelve (12)-month period ending on January 31, 2017, other than, in each case, the transactions contemplated by this Agreement or any proposal or offer by Parent or any of its Subsidiaries.

Wherever the term " group " is used in this Section 6.02 , it is used as defined in Rule 13d-3 under the Exchange Act.

The term " Superior Proposal " means any *bona fide* , written Takeover Proposal received after the date hereof that was not solicited or negotiated in material breach of Section 6.02(a) and that if consummated would result in a person or group owning, directly or indirectly, (a) more than 50% of the outstanding shares of Company Common Stock or (b) more than 50% of the aggregate fair market value of the consolidated assets of the Company and its Subsidiaries, taken as a whole, in each case, which the Company Board determines in good faith (after consultation with its financial advisor and outside legal counsel) to be more favorable to the stockholders of the Company from a financial point of view than the Offer and the Merger, in each case, taking into account all the terms and conditions of such proposal and this Agreement (including any changes to the

terms of this Agreement proposed by Parent pursuant to Section 6.02(e)) that the Company Board determines to be relevant and which the Company Board determines to be reasonably capable of being completed in accordance with its terms (including, in the case of a cash transaction (in whole or in part), the Company Board determining that financing is then fully committed or reasonably determined to be available), taking into account all financial, legal, regulatory and other aspects of such Takeover Proposal that the Company Board determines to be relevant.

(b) *Response to Takeover Proposals* . Notwithstanding anything to the contrary contained in Section 6.02(a) or any other provision of this Agreement, if at any time prior to the Acceptance Time, (i) the Company has received a *bona fide* written Takeover Proposal from a third party that did not result from a material breach of this Section 6.02 , and (ii) the Company Board determines in good faith, after consultation with its financial advisor and outside legal counsel, that such Takeover Proposal constitutes or could reasonably be expected to result in a Superior Proposal and that the failure to take such action described in clause (A) or (B) of this Section 6.02(b) would reasonably be expected to be inconsistent with the Company Board's fiduciary duties under applicable Law, then the Company may (A) furnish information with respect to the Company and its Subsidiaries to the person making such Takeover Proposal pursuant to an Acceptable Confidentiality Agreement (provided that the Company shall substantially concurrently provide to Parent any nonpublic information concerning the Company or its Subsidiaries that is provided to any person and which was not previously provided to Parent), and/or (B) engage in discussions or negotiations with the person making such Takeover Proposal regarding such Takeover Proposal; provided that prior to or concurrently with the Company taking any action described in clause (A) or (B) of this Section 6.02(b) , the Company shall provide written notice to Parent of such determination of the Company Board as provided for in this Section 6.02(b)(ii) .

(c) *Notice to Parent of Takeover Proposals* . The Company shall promptly (and, in any event, within one (1) Business Day) notify Parent orally and in writing in the event that the Company, any of its Subsidiaries or any of their respective Representatives receives any Takeover Proposal, or any initial request for nonpublic information concerning the Company or any of its Subsidiaries related to, or from any person or group in connection with, any Takeover Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to any Takeover Proposal, or any initial request for discussions or negotiations related to any Takeover Proposal (and any material changes related to any of the foregoing), and in connection with such notice, provide the identity of the person or group making such Takeover Proposal or request and the material terms and conditions thereof (including, if available, copies of any written requests, proposals or offers, including proposed agreements, and written summaries of the material terms of any oral requests, proposals or offers) and the nature of such request, and thereafter the Company shall keep Parent reasonably informed on a reasonably timely basis of the status and material details of discussions with respect thereto, including any material changes to the terms thereof. Without limiting any of the foregoing, the Company shall promptly (and in any event within one (1) Business Day) notify Parent in writing if it determines to begin providing information or to begin engaging in discussions or negotiations concerning a Takeover Proposal pursuant to Section 6.02(b) and shall in no event begin providing such information or begin engaging in such discussions or negotiations prior to providing such notice. The Company shall provide Parent with at least one (1) Business Day's prior notice (or such shorter notice as may be provided to the Company Board) of each meeting of the Company Board at which the Company Board is reasonably expected to consider any Takeover Proposal.

(d) *Prohibited Activities* . Neither the Company Board nor any committee thereof shall (i) withdraw or rescind (or modify or qualify in a manner adverse to Parent or Merger Sub), or publicly propose to withdraw or rescind (or modify or qualify in a manner adverse to Parent or Merger Sub), the Recommendation, (ii) approve or recommend the adoption of, or publicly propose to approve, declare the advisability of or recommend the adoption of, any Takeover Proposal, (iii) cause or permit the Company or any of its Subsidiaries to execute or enter into, any confidentiality agreement, exclusivity agreement, license agreement, letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement or other similar Contract related to any Takeover Proposal, other than any Acceptable Confidentiality Agreement referred to in Section 6.02(b) (an " Acquisition Agreement "), (iv) publicly propose or publicly announce an intention to take any of the

foregoing actions, (v) following the date any Takeover Proposal or any material modification thereto is first made public or sent or given to the stockholders of the Company, fail to issue a press release that expressly reaffirms the Recommendation within five (5) Business Days following Parent's written request to do so (which request may only be made once with respect to any such Takeover Proposal and each material modification thereto), or (vi) fail to include the Recommendation in the Schedule 14D-9 or any amendment thereof when disseminated to the Company's stockholders (any action described in clause (i), (ii), (iv) (other than as it applies to clause (iii)), (v) or (vi) of this Section 6.02(d) being referred to as an " Adverse Recommendation Change ").

(e) *Change of Recommendation*. Notwithstanding Section 6.02(d), at any time prior to the Acceptance Time, the Company Board may, subject to compliance in all material respects with the other provisions of this Section 6.02, (x) terminate this Agreement pursuant to Section 9.01(f) in order to enter into an Acquisition Agreement providing for a Superior Proposal, or (y) effect an Adverse Recommendation Change in response to an Intervening Event; provided that (1) the Company Board determines in good faith (after consultation with its outside legal counsel) that the failure to take such action would reasonably be expected to be inconsistent with its fiduciary duties under applicable Law, (2) in the case of Section 6.02(e)(x), the Company Board determines in good faith (after consultation with its outside legal counsel and financial advisors) that the applicable Takeover Proposal constitutes a Superior Proposal and the Company terminates this Agreement pursuant to Section 9.01(f), (3) the Company has provided prior written notice to Parent and Merger Sub, at least four (4) Business Days in advance, that it will take the applicable action referred to in Section 6.02(e)(x) or (y) and specifying in reasonable detail the reasons therefor (a " Notice of Intended Recommendation Change ") (which notice shall not itself constitute an Adverse Recommendation Change), and (4) the Company has complied in all material respects with the following additional covenants:

(i) if such action is being taken pursuant to Section 6.02(e)(x), and if requested by Parent, after providing any such Notice of Intended Recommendation Change, the Company shall, and shall instruct its Representatives to, negotiate with Parent and Merger Sub in good faith during any such four (4) Business Day period (it being understood and agreed that any material amendment to the terms of any such Superior Proposal (and in any event including any amendment to any price term thereof) shall require a new Notice of Intended Recommendation Change and compliance with the other requirements of this Section 6.02(e) anew except that references herein to a four (4) Business Day period shall be deemed to be references to a two (2) Business Day period) regarding any written and binding proposal by Parent to amend the terms and conditions of this Agreement and the other agreements contemplated hereby and at the end of such four (4) Business Day period (or two (2) Business Day period in the case of a material amendment) the Company Board again makes the determinations described in clauses (1) and (2) of this Section 6.02(e) with respect to such Superior Proposal; and

(ii) if such Adverse Recommendation Change is being made pursuant to Section 6.02(e)(y):

(1) such Adverse Recommendation Change is being made as a result of an event, fact, development or occurrence that materially affects the business, assets or operations of the Company and that was not known or reasonably foreseeable by the Company Board as of the date hereof and becomes known to the Company Board after the date hereof and prior to the Acceptance Time (each, an " Intervening Event "); provided that in no event shall any of the following constitute or be deemed to be an Intervening Event: (I) any event, fact, development or circumstance resulting from any breach of this Agreement by the Company, (II) the receipt, existence or terms of any Takeover Proposal or any matter relating thereto or any consequences thereof, (III) the fact, in and of itself, that the Company exceeds any internal or published projections or (IV) changes, in and of themselves, in the price of the Company Common Stock; and

(2) during any such four (4) Business Day period, if requested by Parent, the Company shall have engaged in good faith negotiations with Parent regarding any written and binding proposal by Parent to amend the terms and conditions of this Agreement and the other agreements contemplated hereby and at the end of such four (4) Business Day period the Company Board again makes the determinations described in clause (1) of this Section 6.02(e) with respect to such Intervening Event.

(f) *Communications with Stockholders* . Nothing contained in this Section 6.02 shall prohibit the Company from taking and disclosing to its stockholders a position contemplated by Rule 14e-2(a) or Rule 14d-9 promulgated under the Exchange Act. In addition, nothing in this Agreement will prohibit the Company or the Company Board from making the following communications, and no such statements will be deemed, in and of themselves, to constitute an Adverse Recommendation Change: (i) a "stop, look and listen" communication of the type contemplated by Rule 14d-9(f) under the Exchange Act, (ii) an express rejection of any applicable Takeover Proposal, (iii) an express reaffirmation of the Recommendation or (iv) a factually accurate public statement that describes the Company's receipt and review of a Takeover Proposal, the terms thereof and the identity of the person making such Takeover Proposal, and the operation of this Agreement with respect thereto. Nothing in this Agreement will prohibit the Company or the Company Board from making any other statement to the stockholders of the Company (including regarding the business, financial condition or results of operations of the Company and its Subsidiaries) that the Company Board, after consultation with its outside legal counsel, has determined in good faith is required by applicable Law; provided that nothing in this sentence shall permit the Company Board to make any Adverse Recommendation Change except to the extent expressly permitted by, and in accordance with, Section 6.02(e) .

Article VII

ADDITIONAL AGREEMENTS

Section 7.01. Access to Information; Confidentiality . Until the earlier of the Effective Time and the valid termination of this Agreement pursuant to Section 9.01 , the Company shall and shall cause each of its Subsidiaries to afford to Parent, its Subsidiaries and their respective Representatives, reasonable access during normal business hours, upon reasonable prior notice to the Company, to all of the Company's and its Subsidiaries' properties, books and records (but excluding any confidential information contained in personnel files to the extent the disclosure of such information is prohibited by Privacy Laws and any documents, records or information that relates to the negotiation and execution of this Agreement, the process that led to the negotiation and execution of this Agreement or, subject to the disclosure requirements set forth in Section 6.02 , to any Takeover Proposal) and to those management or other key employees of the Company to whom Parent reasonably requests access, and, during such period, and subject to the limitations described in parentheses above, the Company shall furnish to Parent, as promptly as reasonably practicable, (a) all information concerning its and its Subsidiaries' business, properties and personnel as Parent may reasonably request and (b) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal or state securities laws. Notwithstanding the foregoing, neither the Company nor any of its Subsidiaries shall be required to provide access to or disclose information where such access or disclosure would (i) reasonably be expected to jeopardize the attorney-client privilege of the Company or any of its Subsidiaries or violate any confidentiality obligations to a third party (in which case the Company will give notice to Parent of the fact that it is withholding such information or documents and the Parties will use their reasonable best efforts to institute appropriate substitute disclosure arrangements, to the extent practical in the circumstances), or (ii) contravene any applicable Law. Parent and the Company shall comply with, and shall cause their respective Representatives (as applicable) to comply with, all of their respective obligations provided in the Confidentiality Agreement with respect to information obtained pursuant to this Section 7.01 .

Section 7.02. Reasonable Best Efforts; Approvals; Transaction Litigation .

(a) Upon the terms and subject to the conditions set forth herein, each of the Parties agrees to use its reasonable best efforts to: (i) take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate, as promptly as reasonably practicable, the Offer, the Merger and the other transactions contemplated by this Agreement, including using reasonable best efforts to cause the Offer Conditions and the conditions to the Merger Closing to be satisfied, in each case, as promptly as reasonably practicable; (ii) obtain all necessary

Governmental Authorizations of or by any Governmental Authority and make all necessary registrations, declarations and filings with, and notices to, such Governmental Authorities (including pursuant to the HSR Act) and take all reasonable steps as may be necessary to avoid an Action by, any Governmental Authority with respect to the transactions contemplated hereby; (iii) execute and deliver any additional instruments reasonably necessary to consummate the transactions contemplated hereby; and (iv) vigorously defend or contest any Action brought by any private party that would otherwise prevent or materially impede, interfere with, hinder or delay the consummation of the Offer, the Merger and the other transactions contemplated by this Agreement or any Transaction Litigation. " Transaction Litigation " means any Action commenced or threatened against any Party or any of its Affiliates by any private party relating to, arising out of or involving this Agreement (including any stockholder litigation, regardless of whether the claims therein are brought directly by stockholders or on behalf of the Company or otherwise), the Offer, the Merger or any of the other transactions contemplated hereby or that would otherwise prevent or materially impede, interfere with, hinder or delay the consummation of the Offer, the Merger and the other transactions contemplated by this Agreement. For the avoidance of doubt, Transaction Litigation shall not include any Action brought or threatened by any Governmental Authority.

(b) In furtherance and not in limitation of the foregoing, each Party agrees to (i) make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby within ten (10) Business Days of the date hereof, (ii) make appropriate filings pursuant to the Foreign Merger Control Laws of Germany and Austria (collectively, " Specified Foreign Merger Control Laws "), formally or in draft form (where pre-filing consultation is required), within ten (10) Business Days of the date hereof, (iii) supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act or any Specified Foreign Merger Control Laws, and (iv) use its reasonable best efforts to take or cause to be taken all other actions necessary, proper or advisable consistent with this Section 7.02 to cause the expiration or termination of the applicable waiting periods, or receipt of required Governmental Authorizations, as applicable, under the HSR Act and the Specified Foreign Merger Control Laws as soon as practicable. Without limiting the foregoing, the Parties shall request early termination of the waiting period under the HSR Act. No Party shall consent to any voluntary extension of any statutory deadline or withdraw its notification and report form pursuant to the HSR Act or any other filing made pursuant to any Specified Foreign Merger Control Law or other regulatory Law unless each of the other Parties has given its prior written consent to such extension or delay.

(c) Notwithstanding anything to the contrary contained herein, the Parties hereby agree and acknowledge that neither this Section 7.02 nor the "reasonable best efforts" standard shall require, or be construed to require Parent or the Company or any of their respective Subsidiaries or other Affiliates, in order to obtain any required approval from any Governmental Authority or any third party, to: (i) (A) sell, lease, license, transfer, dispose of, divest or otherwise encumber, or hold separate pending any such action, or (B) propose, negotiate or offer to effect, or consent or commit to, any such sale, leasing, licensing, transfer, disposal, divestiture or other encumberment, or holding separate, before or after the Acceptance Time or the Effective Time, of any assets, licenses, operations, rights, product lines, businesses or interest therein of Parent, the Company or the Surviving Corporation (or any of their respective Subsidiaries or other Affiliates), or (ii) take or agree to take any other action or agree or consent to any limitations or restrictions on freedom of actions with respect to, or its ability to retain, or make changes in, any such assets, licenses, operations, rights, product lines, businesses or interest therein of Parent, the Company or the Surviving Corporation (or any of their respective Subsidiaries or other Affiliates) if taking any such action described in clause (i) or (ii) would reasonably be expected to have, either individually or in the aggregate, a material adverse effect on Parent, the Company or any of their respective Subsidiaries. For the purposes of this Section 7.02(c) , a material adverse effect shall be measured relative to the size of the Company and its Subsidiaries, taken as a whole, regardless of whether such actions are imposed on, or affect Parent, the Company or any of their respective Subsidiaries.

(d) Subject to applicable Laws and the instructions of any Governmental Authority, the Company and Parent each shall keep the other Party apprised of the status of matters relating to the completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notices or other

communications received by Parent or any of its Representatives, or the Company or any of its Representatives, as the case may be, from any third party and/or any Governmental Authority with respect to the Offer, the Merger and the other transactions contemplated hereby. Each of the Company and Parent will furnish to the other Party such necessary information and reasonable assistance as the other Party may request in connection with the preparation of any required governmental filings or submissions and will cooperate in responding to any inquiry from a Governmental Authority, including promptly informing the other Party of such inquiry, consulting in advance before making any presentations or submissions to a Governmental Authority, giving the other Party the opportunity to review in advance any proposed submissions to a Governmental Authority and considering in good faith any comments provided by the other Party on such submission, and supplying each other with copies of all correspondence, filings or communications between any Party, on the one hand, and any Governmental Authority, on the other hand, with respect to the transactions contemplated hereby. Each of the Company and Parent will give the other Party a reasonable opportunity to attend any meetings, or to participate in any communications with, a Governmental Authority to the extent permitted by such Governmental Authority. For the avoidance of doubt, the provisions of Section 1.01(g) and Section 1.02(a) , and not this Section 7.02(d) , shall govern the matters referred to therein.

(e) Each of Parent and the Company shall keep each other reasonably informed regarding any Transaction Litigation, but only to the extent that doing so would not, in the reasonable judgment of such Party, jeopardize any legal privilege of such Party with respect thereto, it being agreed that each Party will reasonably cooperate with the other Parties to permit such inspection of or to disclose such information in a manner that does not compromise or waive such privilege with respect thereto. The Company shall promptly advise Parent orally and in writing and the Company shall cooperate fully with Parent (and shall use reasonable best efforts to cause its Representatives to cooperate fully with Parent) in connection with, and shall consult with and permit Parent and its Representatives to participate in, the defense, negotiations or settlement of any Transaction Litigation and the Company shall give due consideration to Parent's advice with respect to such Transaction Litigation. The Company shall not, and shall not permit any of its Subsidiaries nor any of its or their Representatives to, compromise, settle, come to a settlement arrangement regarding any Transaction Litigation or consent thereto unless in each case Parent shall consent thereto in advance in writing (such consent not to be unreasonably withheld, delayed or conditioned).

(f) Prior to the Merger Closing Date, the Company shall cooperate with Parent and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the New York Stock Exchange to cause the delisting of the Company and of Company Common Stock from the New York Stock Exchange as promptly as practicable after the Effective Time and the deregistration of Company Common Stock under the Exchange Act as promptly as practicable after such delisting.

(g) The Company shall and shall cause its Subsidiaries to use commercially reasonable efforts to obtain prior to the Acceptance Time all required consents, approvals or waivers from any third party in connection with the Offer or the Merger, including as required under any Material Contracts, and participate in any related discussions or negotiations with Parent upon Parent's reasonable request; provided that neither the Company nor any of its Subsidiaries shall be required to incur any out-of-pocket costs or expenses in connection therewith, unless Parent agrees to pay or promptly reimburse the Company or its applicable Subsidiary therefor.

(h) For the avoidance of doubt, no action taken by the Company pursuant to and in compliance with Section 6.02 will be considered a violation of this Section 7.02 .

Section 7.03. State Takeover Laws . If any Takeover Law becomes or is deemed to be applicable to the Company, Parent or Merger Sub, the Support Agreement, the Offer or the Merger, including the acquisition of shares of Company Common Stock pursuant thereto, or any other transaction contemplated hereby, then the Company and the Company Board, as applicable, shall take all action necessary to ensure that the Offer, the Merger, the Support Agreement and the other transactions contemplated hereby may be consummated as

promptly as practicable on the terms contemplated herein and otherwise act to eliminate the effects of such Takeover Law on this Agreement, the Offer, the Merger and the other transactions contemplated hereby. No Adverse Recommendation Change shall change the approval of the Company Board for purposes of causing any Takeover Law to be inapplicable to the transactions contemplated by this Agreement.

Section 7.04. Employee Matters .

(a) For a period of one (1) year following the Effective Time, Parent shall provide, or shall cause to be provided, to each employee of the Company or any of its Subsidiaries as of immediately prior to the Effective Time (each, a " Company Employee "), for so long as such Company Employee remains employed by Parent or any of its Subsidiaries during such period, (i) base salary (for the avoidance of doubt, excluding any supplemental pay) that is at least equal to that provided to such Company Employee immediately prior to the Effective Time, (ii) cash incentive compensation opportunities (including with respect to individual target bonus levels) that are no less favorable than those provided to similarly situated employees of Parent and its Subsidiaries (other than the Company and its Subsidiaries); (iii) other employee benefits that are no less favorable in the aggregate than those provided to similarly situated employees of Parent and its Subsidiaries (other than the Company and its Subsidiaries) and (iv) subject to Section 7.04(e) , upon a termination without cause of a Company Employee, severance benefits that are no less favorable than those provided to similarly situated employees of Parent and its Subsidiaries (other than the Company and its Subsidiaries).

(b) Each Company Employee shall be given credit for all service with the Company and its Subsidiaries and their respective predecessors for purposes of eligibility for vacation and service recognition awards under the employee benefit plans of Parent, the Surviving Corporation, or any of their Subsidiaries in which such Company Employee becomes a participant, and eligibility under the Family and Medical Leave Act; provided that foregoing service credit shall not apply to the extent that its application would result in a duplication of benefits.

(c) With respect to each health and welfare benefit plan maintained by Parent or the Surviving Corporation for the benefit of Company Employees, Parent shall use commercially reasonable efforts to cause (i) the waiver of all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Company Employees (and their eligible dependents) under such plan to the extent that such conditions, exclusions or waiting periods were waived or satisfied under the comparable health or welfare benefit plans of the Company immediately prior to the Effective Time; and (ii) each Company Employee (or his or her eligible dependents) to be given credit under such plan for all amounts paid by the Company Employee (or his or her eligible dependents) under any similar Company Benefit Plan for the plan year that includes the Effective Time for purposes of satisfying any applicable deductible or out-of-pocket requirements under such plan maintained by Parent or the Surviving Corporation, as applicable, for the plan year in which the Effective Time occurs.

(d) If requested by Parent not less than ten (10) Business Days before the anticipated Effective Time, the Company Board (or the appropriate committee thereof) shall adopt resolutions and take such corporate action as is necessary to terminate the Company's 401(k) plans (collectively, the " Company 401(k) Plan "), effective as of the day prior to the day on which the Effective Time occurs. Following the Effective Time and as soon as practicable following receipt of a favorable determination letter from the Internal Revenue Service on the termination of the Company 401(k) Plan, the assets thereof shall be distributed to the participants, and Parent shall, to the extent permitted by Parent's applicable 401(k) plan (the " Parent 401(k) Plan "), permit the Company Employees who are then actively employed to make rollover contributions of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code, inclusive of loans to participants) to the Parent 401(k) Plan, in the form of cash (or in the case of loans, notes), in an amount equal to the full account balance distributed to such Company Employee from the Company 401(k) Plan.

(e) At the Effective Time, the Parent shall assume, perform and discharge in accordance with their applicable terms (including any applicable rights to amend or terminate any such arrangements) all obligations of

the Company and/or its Subsidiaries under the Company Stock Plans, each Company Benefit Plan providing for acceleration of vesting of Company Equity Awards and each Company Benefit Plan providing for severance or other termination pay and/or benefits.

(f) The Company and Parent will discuss in good faith the impact of Sections 280G and 4999 of the Code with respect to the transactions contemplated by this Agreement and will discuss with each other in good faith their respective calculations and positions with respect to the same.

(g) Without limiting Section 11.05 , the Parties acknowledge and agree that all provisions contained in this Section 7.04 are included for the sole benefit of the Parties, and that nothing herein, whether express or implied, (i) shall create any third-party beneficiary or other rights (A) in any other person, including any employees or former employees of the Company, any of the Company's Subsidiaries or any Affiliate of the Company, any Company Employee, or any dependent or beneficiary thereof, or (B) to continued employment with Parent or any of its Affiliates (including, following the Effective Time, the Surviving Corporation), (ii) shall be treated as an amendment or other modification of any Company Benefit Plan or employee benefit plan of Parent or its Subsidiaries, or (iii) shall limit the right of Parent or its Subsidiaries (including, following the Effective Time, the Surviving Corporation) to amend, terminate or otherwise modify any Company Benefit Plan or employee benefit plan of Parent or its Subsidiaries following the Effective Time.

Section 7.05. Indemnification, Exculpation and Insurance .

(a) All rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time and rights to advancement of expenses relating thereto existing as of the date hereof in favor of any person who is or prior to the Effective Time becomes, or has been at any time prior to the date hereof, a director or officer of the Company or any of its Subsidiaries (each, an " Indemnified Party ") as provided in the Company Certificate of Incorporation, the Company Bylaws, the equivalent organizational documents of any Subsidiary of the Company which has been made available to Parent, or any indemnification agreement between such Indemnified Party and the Company or any of its Subsidiaries which has been made available to Parent, shall survive the Merger and continue in full force and effect in accordance with their respective terms. For a period of six (6) years after the Effective Time, Parent shall cause the Surviving Corporation Certificate of Incorporation and the bylaws of the Surviving Corporation to contain provisions no less favorable with respect to indemnification, exculpation, limitation of liabilities and advancement of expenses with respect to present and former directors and officers of the Company and its Subsidiaries in respect of acts or omissions occurring or alleged to have occurred at or prior to the Effective Time than are as set forth in the Company Certificate of Incorporation or the Company Bylaws and shall not amend, repeal or otherwise modify the Surviving Corporation Certificate of Incorporation or the bylaws of the Surviving Corporation in any manner that would adversely affect the rights thereunder of any Indemnified Parties with respect to indemnification, exculpation and limitation of liabilities of the Indemnified Parties and advancement of expenses.

(b) Without limiting Section 7.05(a), from and after the Effective Time, in the event of any threatened or actual Action, whether civil, criminal or administrative, based in whole or in part on, or arising in whole or in part out of, the fact that the Indemnified Party is or was a director (including in a capacity as a member of any board committee), or officer of the Company, any of its Subsidiaries or any of their respective predecessors, Parent and the Surviving Corporation, jointly and severally, shall indemnify and hold harmless, as and to the fullest extent permitted by Law, each such Indemnified Party against any losses, claims, damages, liabilities, costs, expenses (including payment of reasonable attorney's fees and expenses in advance of the final disposition of any Action to each Indemnified Party to the fullest extent permitted by Law upon receipt of any undertaking required by applicable Law), judgments, fines and amounts paid in settlement of or in connection with any such threatened or actual Action. Any determination of entitlement to indemnification under the preceding sentences shall be made by an independent counsel selected jointly by the Surviving Corporation and such Indemnified Party. Each of Parent, the Surviving Corporation and the Indemnified Party shall cooperate in the defense of any matter for which such Indemnified Party has validly sought indemnification under such indemnification agreement; provided that no Indemnified Person will be liable for any settlement of such matter

effected without his or her prior written consent. Parent's and the Surviving Corporation's obligations under this Section 7.05(b) shall continue in full force and effect for a period of six (6) years from the Effective Time; provided that all rights hereunder in respect of any Action asserted or made within such period shall continue until the final disposition of such Action.

(c) For a period of six (6) years from the Effective Time, Parent shall maintain in effect the Company's current directors' and officers' liability insurance policies in respect of acts or omissions occurring at or prior to the Effective Time, covering each Indemnified Party on terms with respect to such coverage and amounts no less favorable in the aggregate than those of such policies in effect on the date hereof; provided that neither Parent nor the Surviving Corporation shall be required to pay an aggregate annual premium for such insurance policies in excess of 300% of the annual premium paid by the Company for coverage for its last full fiscal year for such insurance (which amount the Company represents and warrants is set forth in Section 7.05(c) of the Company Disclosure Letter) (the " Maximum Premium "); provided , further that if the annual premiums of such insurance coverage exceed such amount, if and to the extent available commercially, Parent or the Surviving Corporation shall be obligated to obtain a policy with the greatest coverage available for a cost not exceeding such amount; provided , further that Parent may substitute therefor policies of a reputable national insurance company (with comparable credit ratings to the Company's existing carrier) the material terms of which, including with respect to coverage and amount, are no less favorable in any material respect to any Indemnified Party. Notwithstanding the foregoing, the Company (prior to the Merger Closing Date) may (after reasonable consultation with Parent), or at Parent's written request prior to the Merger Closing Date will, or Parent or the Surviving Corporation upon the Effective Time may, obtain in lieu of the insurance contemplated by the preceding sentence a prepaid (or "tail") directors' and officers' liability insurance policy in respect of acts or omissions occurring at or prior to the Effective Time for six (6) years from the Effective Time, covering each person who is covered by such policies on the date hereof on terms with respect to such coverage and amounts no less favorable than those of such policies in effect on the date hereof; provided that the maximum premium for such tail insurance policy shall not be in excess of the Maximum Premium; provided , further that any such tail policy may not be amended, modified or canceled or revoked by the Company, Parent or the Surviving Corporation in any manner that is adverse to the beneficiaries.

(d) In the event that the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or a majority of its properties and other assets to any person, or if Parent dissolves the Surviving Corporation, then, and in each such case, the Surviving Corporation and Parent, respectively, shall cause proper provision to be made so that the applicable successors and assigns or transferees expressly assume the obligations set forth in this Section 7.05 unless assumed by operation of Law.

(e) From and after the Effective Time (but not prior thereto), the provisions of this Section 7.05 are intended to be for the benefit of, and will be enforceable by, each Indemnified Party and his or her heirs. The provisions of this Section 7.05 are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by contract or otherwise.

Section 7.06. Public Announcements . Parent and the Company shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the Offer, the Merger and the other transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or the rules and regulations of the New York Stock Exchange and, except in connection with an Adverse Recommendation Change, subject to compliance with Section 6.02(e) . The Parties agree that the initial press release to be issued with respect to the Offer, the Merger and the other transactions contemplated by this Agreement shall be in the form mutually agreed to by the Parties. Notwithstanding the foregoing, (a) to the extent the content of any press release or other public statement is substantially the same as a statement previously issued in accordance with this Section 7.06 , no separate approval shall be required in respect of such content to the extent replicated in whole or in part in any subsequent press

release or other public statement, and (b) the Parties may make public statements in response to questions by the press, analysts, investors or those attending industry conferences or financial analysts conference calls, so long as any such statements are consistent with the initial press release and other press releases and public statements made jointly by the Parties or made by one Party in accordance with this Section 7.06 and do not reveal material nonpublic information regarding this Agreement or the transactions contemplated hereby.

Section 7.07. Financing Matters . The Company shall deliver to Merger Sub, at least three (3) Business Days' prior to the Acceptance Time, a payoff letter with respect to the Credit Agreement, dated as of October 1, 2013, by and between the Company and Wells Fargo Bank, National Association (as amended, supplemented, or otherwise modified from time to time, the " Existing Credit Agreement "), which payoff letter shall provide, subject to customary exceptions, (a) that upon receipt of the payoff amount from or on behalf of the Company set forth in the payoff letter prior to the Acceptance Time, the Indebtedness incurred thereunder and related instruments shall be terminated and (b) that all Liens in connection therewith relating to the assets, rights and properties of the Company or any of its Subsidiaries securing such Indebtedness, shall, upon the payment of the amount set forth in the payoff letter at the Acceptance Time be released and terminated. At or prior to the Acceptance Time, the Company and its Subsidiaries shall pay off all amounts outstanding (including related fees and expenses) under the Existing Credit Agreement (up to the extent of cash available to the Company and its Subsidiaries at such time).

Section 7.08. Rule 14d-10 Matters . Notwithstanding anything herein to the contrary, neither the Company nor any of its Subsidiaries shall, from and after the date hereof and until the Effective Time, enter into, establish, amend or modify any plan, program, agreement or arrangement pursuant to which compensation is paid or payable, or pursuant to which benefits are provided, in each case to any current or former director, manager, officer, employee or independent contractor of the Company or any of its Subsidiaries unless, prior to such entry into, establishment, amendment or modification, the Compensation Committee (each member of which the Company Board determined is an "independent director" within the meaning of the applicable New York Stock Exchange rules and shall be an "independent director" in accordance with the requirements of Rule 14d-10(d)(2) under the Exchange Act at the time of any such action) shall have taken all such steps as may reasonably be necessary to (a) approve as an Employment Compensation Arrangement each such plan, program, agreement or arrangement and (b) satisfy the requirements of the non-exclusive safe harbor under Rule 14d-10(d)(2) under the Exchange Act with respect to such plan, program, agreement or arrangement; provided that nothing in this Section 7.08 shall be construed to permit the Company to take any action that is prohibited by the terms of this Agreement.

Section 7.09. Rule 16b-3 Matters . The Company shall take all such steps as may be necessary or appropriate to cause the transactions contemplated hereby, including any dispositions of Company Securities (including derivative securities) in connection with this Agreement by each individual who is a director or officer of the Company subject to Section 16 of the Exchange Act, to be exempt under Rule 16b-3 under the Exchange Act to the extent permitted by applicable Law.

Section 7.10. No Control of the Other Party's Business . The Parties acknowledge and agree that the restrictions set forth in this Agreement are not intended to give Parent or Merger Sub, on the one hand, or the Company, on the other hand, directly or indirectly, the right to control or direct the business or operations of the other at any time prior to the Effective Time. Prior to the Effective Time, each of Parent and the Company will exercise, consistent with the terms, conditions and restrictions of this Agreement, complete control and supervision over their own business and operations.

Article VIII

CONDITIONS PRECEDENT

Section 8.01. Conditions to Each Party's Obligation to Effect the Merger . The respective obligation of each Party to effect the Merger is subject to the satisfaction or (to the extent permitted by applicable Law) waiver by each of the Parties at or prior to the Effective Time of the following conditions:

(a) *No Injunctions or Restraints* . No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any temporary restraining order, preliminary or permanent injunction, or any Law or other Judgment which is then in effect and has the effect of making the Merger illegal or otherwise preventing or prohibiting the consummation of the Merger (collectively, " Restraints ").

(b) *Purchase of Company Common Stock in the Offer* . Merger Sub shall have irrevocably accepted for payment, or caused to be irrevocably accepted for payment, all shares of Company Common Stock validly tendered and not validly withdrawn pursuant to the Offer.

Article IX

TERMINATION, AMENDMENT AND WAIVER

Section 9.01. Termination . This Agreement may be terminated and abandoned:

(a) by mutual written consent of Parent and the Company;

(b) by either of Parent or the Company:

(i) at any time prior to the Acceptance Time and on or after 11:59 p.m., New York City time on September 6, 2017 (the " Outside Date "); provided that (A) if, on the Outside Date, the Minimum Tender Condition and all other Offer Conditions, other than the Regulatory Condition, the Restraint Condition and any Offer Condition that by its nature cannot be satisfied until the expiration date of the Offer, are satisfied or (to the extent permitted by applicable Law) waived, then, at the election of Parent or the Company, as the case may be, the Outside Date shall be extended to December 6, 2017 (and such date shall thereafter constitute the Outside Date) by delivery of written notice to the other Party, and (B) the right to terminate this Agreement under this Section 9.01 (b)(i) shall not be available to any Party whose breach of this Agreement was a principal cause of or resulted in the Offer not being consummated by such date; or

(ii) if, prior to the Acceptance Time, any Restraint shall be in effect enjoining, restraining or otherwise preventing or prohibiting the acceptance for payment of, or payment for, shares of Company Common Stock pursuant to the Offer or the consummation of the Merger, and such Restraint shall have become final and nonappealable; provided that the right to terminate this Agreement pursuant to this Section 9.01(b)(ii) shall not be available to any Party unless such Party shall have complied with its obligations under Section 7.02 to prevent, oppose or remove such Restraint; provided that the right to terminate this Agreement under this Section 9.01(b)(ii) shall not be available to any Party whose breach of this Agreement was a principal cause of or resulted in such Restraint;

(c) by Parent, at any time prior to the Acceptance Time, if (i) there shall be any breach of or inaccuracy in any of the Company's representations or warranties set forth herein or the Company has failed to perform any of its covenants or agreements set forth herein, which inaccuracy, breach or failure to perform (A) would give rise to the failure of any Offer Condition set forth in clause (ii) or (iii) of paragraph (c) of Annex I to be satisfied, and (B) (1) is not capable of being cured prior to the Outside Date or (2) is not cured within twenty (20) Business Days following Parent's delivery of written notice to the Company of such breach; provided that Parent shall not have the right to terminate this Agreement pursuant to this Section 9.01(c)(i) if Parent or Merger Sub is then in

material breach of any of its representations, warranties, covenants or agreements hereunder such that the Company has the right to terminate this Agreement pursuant to Section 9.01 (d) ; or (ii) a Material Adverse Effect has occurred and such Material Adverse Effect is either (A) not capable of being cured prior to September 6, 2017 or (B) is not cured within twenty (20) Business Days following Parent's delivery of written notice to the Company of such occurrence;

(d) by the Company, at any time prior to the Acceptance Time, if there shall be any breach or inaccuracy in any of Parent's or Merger Sub's representations or warranties set forth herein or Parent or Merger Sub has failed to perform any of its covenants or agreements set forth herein, which inaccuracy, breach or failure to perform (i) has had or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, and (ii) (A) is not capable of being cured prior to the Outside Date or (B) is not cured within twenty (20) Business Days following the Company's delivery of written notice to Parent of such breach; provided that the Company shall not have the right to terminate this Agreement pursuant to this Section 9.01(d) if the Company is then in material breach of any of its representations, warranties, covenants or agreements hereunder such that Parent has the right to terminate this Agreement pursuant to Section 9.01(c)(i) ;

(e) by Parent, at any time prior to the Acceptance Time, in the event that any of the following shall have occurred: (i) an Adverse Recommendation Change; or (ii) a tender or exchange offer relating to securities of the Company (other than the Offer) shall have been commenced (other than by Parent or an Affiliate of Parent) and the Company Board shall have recommended that the stockholders of the Company tender their shares in such tender or exchange offer or, within ten (10) Business Days after the commencement of such tender or exchange offer, the Company Board shall have failed to recommend against acceptance of such offer;

(f) by the Company, in accordance with Section 6.02(e) in order to enter into an Acquisition Agreement providing for a Superior Proposal immediately following or concurrently with such termination; provided that concurrent payment of the Company Termination Fee pursuant to Section 9.03(a) shall be a condition to the right of the Company to terminate this Agreement pursuant to this Section 9.01(f) ; or

(g) by the Company (i) if Merger Sub shall have failed to commence (within the meaning of Rule 14d-2 under the Exchange Act) the Offer within the period specified in Section 1.01(a) (provided that the Company is not then in material breach of Section 1.01(g) or Section 1.02) or (ii) if Parent shall have failed to irrevocably accept for purchase all shares of Company Common Stock validly tendered and not validly withdrawn within three (3) Business Days of the expiration of the Offer (as it may be extended in accordance with Section 1.01(d)) and as such expiration, all of the Offer Conditions have been satisfied or waived.

Section 9.02. Effect of Termination . In the event that this Agreement is terminated in accordance with Section 9.01 , this Agreement shall forthwith become void and have no further force or effect, without any liability or obligation on the part of Parent, Merger Sub or the Company (or any stockholder, director, officer, employee or Representative of such Party), other than the provisions of the last sentence of Section 7.01 , this Article IX , Article X , Article XI and the Confidentiality Agreement, which provisions shall survive such termination; provided that no such termination shall relieve any Party from liability for fraud or any willful breach of this Agreement.

Section 9.03. Termination Fees .

(a) If this Agreement is terminated by Parent pursuant to Section 9.01(e) , then the Company shall pay to Parent (or a person designated by Parent in writing) the Company Termination Fee by wire transfer of same-day funds within one (1) Business Day following the date of such termination of this Agreement.

(b) If this Agreement is terminated by the Company pursuant to Section 9.01(f) , then the Company shall pay to Parent (or a person designated by Parent in writing) the Company Termination Fee by wire transfer of same-day funds, concurrently with, and as a condition to the effectiveness of, such termination of this Agreement.

(c) If (i) after the date hereof, a Takeover Proposal shall have become publicly known and not irrevocably withdrawn at least two (2) Business Days prior to the earliest of the date of such termination, the Outside Date and the then-scheduled expiration date of the Offer, (ii) thereafter, this Agreement is terminated (A) by Parent or the Company pursuant to Section 9.01(b)(i) (and at the then-scheduled expiration date of the Offer as of immediately prior to such termination, all Offer Conditions are satisfied (other than (1) the Minimum Tender Condition, (2) any Offer Condition the failure which to be satisfied was principally caused or resulted from the Company's breach of this Agreement and (3) those Offer Conditions that by their terms are to be satisfied at the Offer Closing, so long as such conditions are capable of being satisfied at such time) or (B) by Parent pursuant to Section 9.01(c)(i) (arising from a breach of the Company's covenants or agreements set forth in this Agreement), and (iii) within twelve (12) months of such termination, the Company or any of its Subsidiaries enters into a definitive acquisition agreement or similar definitive agreement that provides for any Takeover Proposal, or any Takeover Proposal (regardless of when made) is consummated, then, in any such case, the Company shall pay to Parent (or a person designated by Parent in writing) the Company Termination Fee by wire transfer of same-day funds on the earlier of the date on which any such definitive agreement is entered into by the Company or any of its Subsidiaries or the date any such transaction is consummated. Solely for purposes of this Section 9.03(c) , the term "Takeover Proposal" shall have the meaning assigned to such term in Section 6.02(a) , except that all references to "20%" therein shall be deemed to be references to "50%."

(d) In no event shall the Company be required to pay the Company Termination Fee on more than one occasion, whether or not the Company Termination Fee may be payable under more than one provision of this Agreement at the same or at different times and upon the occurrence of different events.

(e) Each of the Company and Parent acknowledges and agrees that the agreements contained in this Section 9.03 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, neither the Company nor Parent would have entered into this Agreement. Notwithstanding anything herein to the contrary, Parent and Merger Sub agree that, upon the termination of this Agreement under circumstances in which the Company Termination Fee is payable by the Company pursuant to this Section 9.03 and the Company pays in full of the Company Termination Fee to Parent (or a person designated by Parent in writing), such Company Termination Fee shall be deemed to be liquidated damages, and not a penalty, payable to Parent and, except in the case of fraud or any willful breach of this Agreement (which fraud or willful breach shall be governed by Section 9.02), receipt of the Company Termination Fee shall constitute the sole and exclusive remedy of Parent, Merger Sub and their respective Affiliates for any and all losses or damages suffered or incurred by Parent, Merger Sub or any of its Affiliates in connection with this Agreement and the transactions contemplated hereby (including the termination thereof or any matter forming a basis for such termination). Neither Parent, Merger Sub nor any of their respective Affiliates shall be entitled to seek any other remedy, at law or in equity or otherwise, including bringing or maintaining any Action against, or seeking recovery, judgment or damages of any kind from, the Company or any of its Subsidiaries (or any of the former, current and future holders of any equity interests (other than pursuant to and in accordance with the Support Agreement), controlling persons, directors, officers, employees, Affiliates, Representatives and assignees of each of the Company and its Subsidiaries), arising out of this Agreement or any of the transactions contemplated hereby (including the termination of this Agreement or any matters forming the basis for such termination). If the Company fails promptly to pay any fee or reimburse any amount due pursuant to this Section 9.03 , and, in order to obtain such payment, Parent commences an Action that results in an award against the Company for such fee or reimbursement, the Company shall pay to Parent its costs and expenses (including attorneys' fees) incurred in connection with such Action, together with interest on the amount of the applicable fee from the date such payment was required to be made until the date of payment at the prime lending rate as published in *The Wall Street Journal* in effect on the date such payment was required to be made plus 3.0%.

Section 9.04. Amendment . Subject to Section 1.01 , this Agreement may be amended by the Parties at any time before the Effective Time; provided that following the Offer Closing, this Agreement may not be amended in any manner that causes the Merger Consideration to differ from the Offer Price. Subject to Section 1.01 , this Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

Section 9.05. Extension; Waiver . At any time prior to the Effective Time, to the extent permitted by applicable Law, the Parties may (a) extend the time for the performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) except as otherwise provided herein, waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Article X

INTERPRETATION

Section 10.01. Certain Definitions . For purposes of this Agreement:

" Acceptable Confidentiality Agreement " means a confidentiality agreement with terms no less favorable to the Company in any respect than those contained in the Confidentiality Agreement; provided that such confidentiality agreement need not contain any standstill provision and shall expressly not prohibit, or adversely affect the rights of the Company thereunder upon, compliance by the Company with any provision of this Agreement.

" Action " means any (i) action, suit, claim (including any counterclaim), litigation, proceeding (including any civil, criminal, administrative or appellate proceeding), hearing, charge, complaint, arbitration or mediation, or (ii) any audit, inquiry, examination or investigation of which the Company has Knowledge, in each case, commenced, brought, conducted or heard by or before, any court or other Governmental Authority or any arbitrator or arbitration panel or mediator or mediation panel, but excluding, in each of the foregoing cases, any such action, suit, claim or other proceeding before patent and trademark Governmental Authorities to the extent related to or arising from the Company's efforts with respect to registration or prosecution of the Company Registered IP.

" Affiliate " of any person means another person that directly or indirectly, including through one or more intermediaries, controls, is controlled by, or is under common control with, such first person.

" Business Day " means any day except a Saturday, a Sunday or any other day on which commercial banks in New York City are required or authorized to close.

" Commercially Available Software " means any computer software that is generally commercially available pursuant to shrink-wrap, click-through or other standard licensing terms, used by the Company or any of its Subsidiaries with little or no modification.

" Company Benefit Plan " means each "employee welfare benefit plan" (as defined in Section 3(1) of ERISA), each "employee pension benefit plan" (as defined in Section 3(2) of ERISA) (in each case, whether or not such plan is subject to ERISA), and each other bonus, profit sharing, deferred compensation, incentive compensation, severance, retention, employment, change of control, fringe benefit, supplemental benefit, stock ownership, stock purchase, stock option, phantom stock or other equity-based compensation, retirement, vacation, disability, death benefit, hospitalization, medical or other employee benefit plan, policy, program, Contract, arrangement or understanding, in each case, sponsored, maintained or contributed to, or required to be sponsored, maintained or contributed to, by the Company or any of its Subsidiaries as of the date hereof for the benefit of any current or former employee, officer or director of the Company or any of its Subsidiaries, other than any Multiemployer Plan.

" Company Disclosure Letter " means the letter dated as of the date hereof delivered by the Company to Parent and Merger Sub prior to and in connection with the execution and delivery of this Agreement.

" Company Intellectual Property " means, collectively, all Intellectual Property and Intellectual Property Rights owned or purported to be owned by the Company or any of its Subsidiaries, including Company Registered IP.

" Company MSU " means performance-based Company restricted stock units with performance metrics based on the Company's TSR as compared to the TSR of the Russell 2000 Index for the applicable performance period.

" Company Termination Fee " means $40,800,000.

" Confidentiality Agreement " means the Mutual Nondisclosure Agreement, dated as of November 17, 2016, by and between the Company and Parent.

" Contract " means any contract, lease, indenture, note, bond, mortgage, franchise, license, agreement, instrument or other commitment that, in each case, is legally binding.

" Equity Award Exchange Ratio " means the quotient of (i) the Merger Consideration divided by (ii) the Parent Common Stock VWAP.

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

" ERISA Affiliate " means, with respect to any entity, trade or business, any other entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes or included the first entity, trade or business, or that is, or was at the relevant time, a member of the same "controlled group" as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

" Indebtedness " of any person means (i) all obligations of such person for borrowed money or evidenced by a note, bond, debenture, mortgage, debt security or similar instrument, (ii) all obligations under all letters of credit, bonds (including surety bonds) and similar obligations, whether or not drawn, and banker's acceptances, (iii) all obligations of such person as lessee under capital leases, (iv) all obligations of such person for overdrafts, (v) liabilities of such person under all hedging obligations, (vi) all obligations of such person to pay the deferred purchase price of property or services, (vii) indebtedness secured by any Liens on any property owned by such person even though such person has not assumed or otherwise become liable for the payment thereof and (viii) direct or indirect guarantees or other contingent liabilities with respect to any indebtedness, obligation, claim or liability of any other person of a type described in clauses (i) through (vii) of this definition, and with respect to any indebtedness, obligation, claim or liability of a type described elsewhere in this definition, all accrued and unpaid interest, premiums, penalties, breakage costs, unwind costs, fees, termination costs, redemption costs and other charges with respect thereto.

" Knowledge " means (i) with respect to the Company, the actual knowledge, after reasonable inquiry, of any of the persons set forth in Section 10.01(a) of the Company Disclosure Letter, and (ii) with respect to Parent, the actual knowledge, after reasonable inquiry, of John Schultz, Executive Vice President, General Counsel and Corporate Secretary.

" Material Adverse Effect " means any change, circumstance, effect, event or occurrence that, individually or in the aggregate, (a) has or would reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole; provided that no change, circumstance, effect, event or occurrence resulting from, arising out of or attributable to any of the following shall either alone or in combination constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Effect for purposes of this clause (a) : (i) changes in general economic or financial markets or political conditions in the United States or any other country, (ii) any outbreak or escalation of hostilities, acts of war (whether or not declared) or terrorism, (iii) any hurricane, tornado, tsunami, flood, mudslide, volcano, earthquake, wild fire, epidemic or other natural

disaster or force majeure event, (iv) any change after the date hereof in applicable Law or GAAP (or any authoritative interpretation thereof), (v) general conditions in the industry (or changes in such conditions) in which the Company operates, (vi) conditions (or changes in such conditions) in the securities markets, credit markets, currency markets or other financial markets in the United States or any other country or region in the world, including (A) changes in interest rates in the United States or any other country or region in the world and changes in exchange rates for the currencies of any countries, and (B) any widespread general suspension of trading in securities (whether equity, debt, derivative or hybrid securities) on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world, (vii) the failure, in and of itself, of the Company to meet any internal or published projections, estimates, plans, budgets or forecasts or analyst projections or estimates, in any such case in respect of revenues, earnings or other financial, business or operating metrics, or changes in the market price or trading volume of Company Common Stock, or analyst downgrades with respect to the Company Common Stock or changes in the credit rating of the Company (it being understood that the underlying facts giving rise or contributing to such failure or change may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect, if not otherwise excluded by another clause of this definition), (viii) the execution and delivery of this Agreement or the pendency or consummation of the transactions contemplated hereby (including the identity of Parent), or the public announcement thereof, including any impact on the relationship of the Company or any of its Subsidiaries, contractual or otherwise, with its customers, suppliers, distributors, vendors, lenders, employees or partners (provided that this clause (viii) shall not limit or otherwise modify any representation or warranty in Section 4.05 , Section 4.13(h) or Section 4.16(m) to the extent the purpose of such representation or warranty is to address the consequences resulting from the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement), (ix) any action taken by the Company or any Subsidiary that is expressly required to be taken by this Agreement, or the failure of the Company or any Subsidiary to take any action expressly prohibited from being taken by this Agreement, or any action taken or not taken by the Company or any of its Subsidiaries at Parent's express written request, (x) any Transaction Litigation and (xi) the availability, cost or conditions applicable to any financing of Parent for the consummation of the transactions contemplated by this Agreement, except in the case of clause (i) , (ii) , (iv) , (v) or (vi) of this definition, unless and to the extent that the Company and its Subsidiaries, taken as a whole, are disproportionately adversely affected thereby as compared with other participants in the industry in which the Company operates, or (b) prevents or materially delays the consummation by the Company of the Offer, Merger or any of the other transactions contemplated by this Agreement on a timely basis.

" Multiemployer Plan " means any "multiemployer plan" within the meaning of Section 3(37) of ERISA or 4001(a)(3) of ERISA.

" Ordinary Course of Business " means the ordinary course of business and consistent with past practice.

" Parent Common Stock VWAP " means the volume weighted average price of a share of Parent Common Stock over the ten (10) trading-day period starting with the opening of trading on the eleventh (11th) trading day prior to the Merger Closing Date and ending at the close of trading on the second-to-last trading day prior to the Merger Closing Date, as reported by Bloomberg.

" Parent Material Adverse Effect " means any change, circumstance, effect, event or occurrence that prevents or materially delays the consummation by Parent or Merger Sub of the Offer, the Merger or any of the other transactions contemplated by this Agreement on a timely basis.

" Permitted Liens " mean (i) mechanics', carriers', workmen's, warehousemen's, repairmen's or other like Liens arising or incurred in the Ordinary Course of Business, (ii) Liens for Taxes, assessments and other governmental charges and levies that are not due and payable or that are being contested in good faith by appropriate proceedings and for which an adequate reserve, in accordance with GAAP, has been provided on the appropriate financial statements, (iii) Liens (other than Liens securing Indebtedness), defects or irregularities in title, easements, rights-of-way, covenants, restrictions, and other matters that are shown in public records and that

would not, individually or in the aggregate, reasonably be expected to materially impair the value or continued use and operation of the asset(s) to which they relate, (iv) zoning, building and other similar codes and regulations, (v) non-exclusive object code licenses of Intellectual Property Rights and (vi) Liens arising under applicable securities Laws.

" person " means an individual, corporation (including not-for-profit corporation), general or limited partnership, limited liability company, joint venture, trust, estate, association, Governmental Authority, unincorporated organization or other entity of any kind or nature.

" Registered IP " means all Intellectual Property that is registered, issued, filed or applied for under the authority of any Governmental Authority.

" Representative " means, with respect to any person, any Subsidiary of such person and such person's and each of its respective Subsidiaries' directors, officers, investment bankers, financial advisors, attorneys, accountants or other advisors, agents or representatives.

" Subsidiary " with respect to any person means any corporation, partnership, joint venture or other legal entity of which such person (either above or through or together with any other subsidiary), owns, directly or indirectly, more than 50% of the stock or other outstanding equity interests, the holders of which are generally entitled to vote for the election of the board of directors or equivalent governing body of such corporation or other legal entity.

" Tax " or " Taxes " means any and all taxes, fees, levies, duties, tariffs, imposts, and other similar charges (together with any and all interest, penalties, additions to tax and additional amounts) imposed by any taxing authority, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gains, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, escheat or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, or value added taxes; customs' duties, tariffs, and similar charges.

" Tax Returns " means returns, reports and information statements, including any schedule or attachment thereto, with respect to Taxes filed or required to be filed with the IRS or any other taxing authority, domestic or foreign, including consolidated, combined and unitary tax returns, including any amendment thereto.

" Third Party Intellectual Property License " means any Contract under which Intellectual Property owned or licensed in whole or in part by persons other than the Company or its Subsidiaries is licensed (including sublicensed) for use by the Company or any of its Subsidiaries or that provides for a covenant not to sue the Company or any of its Subsidiaries with respect to such Intellectual Property.

" TSR " means total shareholder return.

Section 10.02. Index of Defined Terms. The following terms used in this Agreement have the meanings ascribed to them on the pages indicated below:

Total Number	11
Trade Secrets	31
Transaction Litigation	49
TSR	61
Underwater Option	10
Voting Company Debt	14

Section 10.03. Interpretation .

(a) When a reference is made herein to an Article, a Section, Annex or Exhibit, such reference shall be to an Article or a Section of, or an Annex or Exhibit to, this Agreement unless otherwise indicated.

(b) The table of contents, headings and index of defined terms contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "will" shall be construed to have the same meaning and effect of the word "shall." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." The word "or" when used herein is not exclusive. Any references herein to "dollars" or "$" shall mean U.S. dollars. The words "as of the date hereof," "as of the date of this Agreement" and words of similar import shall be deemed in each case to refer to the date of this Agreement as set forth in the Preamble hereto.

(d) The phrase "made available," when used in reference to anything made available to Parent, Merger Sub or their Representatives shall be deemed to mean uploaded to and made available to Parent, Merger Sub and their Representatives in complete and unredacted form no less than two (2) calendar days prior to the date hereof in the online data room hosted on behalf of the Company by Fenwick & West LLP under the name "Project Nitrogen."

(e) The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against any Party drafting or causing any instrument to be drafted.

(f) References to a person are also to its permitted successors and assigns. All terms defined herein shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(g) All capitalized terms not defined in the Company Disclosure Letter shall have the meanings ascribed to them herein. Any information set forth in one section or subsection of the Company Disclosure Letter shall be deemed to apply to and qualify (i) the Section or subsection of this Agreement to which it corresponds in number and (ii) in the case of information set forth in Article IV of the Company Disclosure Letter, each other Section or subsection of Article IV to the extent that it is reasonably apparent on its face that such information is relevant to such other Section or subsection. The mere inclusion of an item in the Company Disclosure Letter as an exception to a representation or warranty or covenant, as applicable, shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item constitutes a Material Adverse Effect.

(h) The definitions contained herein are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(i) Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

Article XI

GENERAL PROVISIONS

Section 11.01. Nonsurvival of Representations and Warranties . None of the representations and warranties herein or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 11.01 shall not limit any covenant or agreement of the Parties which by its terms contemplates performance after the Effective Time, but any other covenants and agreements shall not survive the Effective Time.

Section 11.02. Expenses . Except as otherwise expressly provided herein, all fees and expenses incurred in connection with this Agreement, the Offer, the Merger and the other transactions contemplated by this Agreement shall be paid by the Party incurring such fees or expenses, whether or not the Offer, the Merger or any of the other transactions contemplated by this Agreement are consummated.

Section 11.03. Notices . Except for notices that are specifically required by the terms of this Agreement to be delivered orally, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed given when received if delivered personally; on the date of confirmation of receipt (or, the first Business Day following such receipt if the date of such receipt is not a Business Day) of transmission by electronic mail, in each case to the intended recipient as set forth below; and the Business Day after it is sent, if sent for next day delivery to a domestic address by overnight courier (providing proof of delivery) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

if to Parent or Merger Sub, to:

Hewlett Packard Enterprise Company
3000 Hanover Street
Palo Alto, California 94304
Attention: John Schultz, Executive Vice President,
General Counsel and Corporate Secretary
Email: jschultz@hpe.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Andrew R. Brownstein and Benjamin M. Roth
Email: ARBrownstein@wlrk.com and BMRoth@wlrk.com

if to the Company, to:

Nimble Storage, Inc.
211 River Oaks Parkway
San Jose, California 95134
Attention: Aparna Bowa, Vice President, General Counsel
Email: aparna@nimblestorage.com

with a copy (which shall not constitute notice) to:

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: Gordon K. Davidson and Lynda M. Twomey
Email: GDavidson@fenwick.com and LTwomey@fenwick.com

Section 11.04. Entire Agreement . This Agreement, together with the Support Agreement, the Confidentiality Agreement, the exhibits and annexes hereto or thereto, the Company Disclosure Letter and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement and the Confidentiality Agreement; provided that the Confidentiality Agreement shall survive the execution and delivery of this Agreement.

Section 11.05. Third-Party Beneficiaries . Except for (a) as specifically provided in the provisions of Section 7.05 (with respect to which the Indemnified Parties shall be the sole third-party beneficiaries) and (b) from and after the Acceptance Time and the Effective Time, as applicable, the rights of the holders of shares of Company Common Stock, the Company RSUs and the Company Stock Options to receive the Merger Consideration pursuant to Article III in accordance with the terms and subject to the conditions of this Agreement, neither this Agreement nor any other agreement contemplated hereby is intended to or shall confer upon any person other than the parties hereto and thereto any legal or equitable rights or remedies. The representations and warranties herein are the product of negotiations among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with Section 9.05 without notice or liability to any other person. The representations and warranties herein may represent an allocation among the Parties of risks associated with particular matters.

Section 11.06. Assignment . Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of the other Parties, and any assignment without such consent shall be null and void; provided that Parent and Merger Sub may transfer or assign all or any part of their respective rights, in whole or in part, under this Agreement or under any related document to any wholly owned Subsidiary of Parent (it being understood that such transfer or assignment shall not relieve Parent of its obligations hereunder). No assignment by any Party in violation of this Agreement shall relieve such Party of any of its obligations hereunder. Subject to the immediately preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 11.07. GOVERNING LAW . THIS AGREEMENT AND ANY ACTION (WHETHER AT LAW, IN CONTRACT OR IN TORT) THAT MAY DIRECTLY OR INDIRECTLY BE BASED UPON, RELATE TO OR ARISE OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY LAWS THAT MIGHT RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Section 11.08. Jurisdiction; Service of Process .

(a) Each of the Parties irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, the United States District Court sitting in New Castle County in the State of Delaware, for the purpose of any Action directly or indirectly based upon, relating to or arising out of this Agreement or any transaction contemplated hereby, or the negotiation, execution or performance hereof, and each of the Parties hereby irrevocably agrees that all claims in respect to such Action shall be brought in, and may be heard and determined, exclusively in such state or federal courts. Each of the

Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Action so brought. Each of the Parties agrees that a final judgment in any Action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties irrevocably consents to the service of the summons and complaint and any other process in any other Action relating to the transactions contemplated by this Agreement, on behalf of itself or its property, by personal delivery of copies of such process to such party at the addresses set forth in Section 11.03 . Nothing in this Section 11.08 shall affect the right of any Party to serve legal process in any other manner permitted by Law.

Section 11.09. WAIVER OF JURY TRIAL . EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY BASED UPON, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 11.10. Specific Performance; Remedies . The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that any provision of this Agreement (including failing to take such actions as are required of it hereunder to consummate the Offer, the Merger or the transactions contemplated hereby) is not performed in accordance with its specific terms or is otherwise breached. Accordingly, the Parties agree that, prior to the valid termination of this Agreement in accordance with Section 9.01 , each Party shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, in each case in accordance with Section 11.08 , this being in addition to any other remedy to which they are entitled under the terms of this Agreement at law or in equity.

Section 11.11. Severability . If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 11.12 Counterparts; Facsimile and Electronic Signatures . This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

HEWLETT PACKARD ENTERPRISE COMPANY

By: /s/ Rishi Varma
Name: Rishi Varma
Title: Senior Vice President, Deputy General Counsel & Assistant Secretary

NEBRASKA MERGER SUB, INC.

By: /s/ Rishi Varma
Name: Rishi Varma
Title: President & Secretary

NIMBLE STORAGE, INC.

By: /s/ Suresh Vasudevan
Name: Suresh Vasudevan
Title: Chief Executive Officer

CONDITIONS TO THE OFFER

Notwithstanding any other term or provision of the Offer or the Agreement, and in addition to Merger Sub's rights to extend, amend or terminate the Offer in accordance with the provisions of the Agreement and applicable Law, Merger Sub shall not be required to, and Parent shall not be required to cause Merger Sub to, accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to Merger Sub's obligation to pay for or return tendered shares of Company Common Stock promptly after the termination or withdrawal of the Offer), pay for any shares of Company Common Stock tendered pursuant to the Offer and may delay the acceptance for payment of, or, subject to the restrictions referred to above, the payment for, any shares of Company Common Stock tendered, if:

(a) there shall not have been validly tendered (and not validly withdrawn) immediately prior to the expiration of the Offer a number of shares of Company Common Stock that, when added to the number of shares of Common Stock (if any) then owned by Parent or Merger Sub, equals at least one (1) share more than half of all shares of Company Common Stock then outstanding (the " Minimum Tender Condition ");

(b) immediately prior to the expiration of the Offer (as it may be extended in accordance with the Agreement), any waiting period (and any extensions thereof) and any Governmental Authorizations applicable to the Offer or the consummation of the Merger under the HSR Act or any Specified Foreign Merger Control Law shall not have expired, or been terminated or obtained, as applicable (the " Regulatory Condition "); or

(c) any of the following conditions shall have occurred and be continuing as of the expiration of the Offer:

(i) there shall be any Restraint in effect enjoining, restraining or otherwise preventing or prohibiting the making of the Offer or the consummation of the Merger or the Offer (the " Restraint Condition ");

(ii) any of the representations and warranties of the Company (A) set forth in the first sentence of Section 4.01 , Section 4.04 , Section 4.24 , Section 4.25 and Section 4.26 shall not be true and correct in all respects as of the date of the Agreement and as of the expiration of the Offer as though made as of the expiration of the Offer (except, in each case, to the extent any such representations and warranties are made as of a specific date, in which case such representations and warranties shall not be true and correct in all respects as of such specific date only), (B) set forth in Section 4.27 shall not be true and correct in all material respects (disregarding all qualifications or limitations as to "materiality," "Material Adverse Effect" and words of similar import set forth therein) as of the date of the Agreement and as of the expiration of the Offer as though made as of the expiration of the Offer (except, in each case, to the extent any such representations and warranties are made as of a specific date, in which case such representations and warranties shall not be true and correct in all material respects (disregarding all qualifications or limitations as to "materiality," "Material Adverse Effect" and words of similar import set forth therein) as of such specific date only), (C) set forth in Section 4.03(a) and Section 4.03(b) shall not be true and correct in all respects as of the date of the Agreement and as of the expiration of the Offer as though made as of the expiration of the Offer (except, in each case, to the extent any such representations and warranties are made as of a specific date, in which case such representations and warranties shall not be true and correct in all respects as of such specific date only), except, in the case of this clause (C), for inaccuracies that, individually or the aggregate, would not increase the aggregate amount payable by Merger Sub or Parent in the Offer or the Merger by more than a *de minimis* amount and (D) set forth in the Agreement, other than those described in clause (A), (B) or (C), shall not be true and correct in all respects (disregarding all qualifications or limitations as to "materiality," "Material Adverse Effect" and words of similar import set forth therein) as of the date of the Agreement and as of the expiration of the Offer as though made as of the expiration of the Offer (except, in each case, to the extent any such representations and warranties are made as of a specific date, in which case such representations and warranties shall not be true and correct in all respects (disregarding all qualifications or limitations as to "materiality," "Material Adverse Effect" and

words of similar import set forth therein) as of such specific date only) except, in the case of this clause (D), where the failure of such representations and warranties to be so true and correct has not had and would not have, individually or in the aggregate, a Material Adverse Effect;

(iii) the Company shall have failed to perform or comply in all material respects with all of its obligations required to be performed or complied with by it under the Agreement;

(iv) since the date of the Agreement, there shall have occurred any Material Adverse Effect that is continuing;

(v) Merger Sub shall have failed to receive a certificate of the Company, executed by the chief executive officer or the chief financial officer of the Company, dated as of the expiration date of the Offer, to the effect that the conditions set forth in paragraphs (c)(ii) , (c)(iii) and (c)(iv) of this Annex I have been satisfied; or

(vi) the Agreement shall have been terminated in accordance with its terms (the " Termination Condition ").

The foregoing conditions shall be in addition to, and not a limitation of, the rights and obligations of Parent and Merger Sub to extend, terminate, amend or modify the Offer pursuant to the terms and conditions of the Agreement. The foregoing conditions are for the sole benefit of Parent and Merger Sub and, subject to the terms and conditions of the Agreement and the applicable rules and regulations of the SEC, may be waived by Parent and Merger Sub in whole or in part at any time and from time to time in their sole and absolute discretion (other than the Minimum Tender Condition). The failure by Parent or Merger Sub at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time.

Exhibit 99.2

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this " Agreement "), dated as of March 6, 2017, is entered into by and among Hewlett Packard Enterprise Company, a Delaware corporation (" Parent "), Nebraska Merger Sub, Inc. a Delaware corporation and wholly owned subsidiary of Parent (" Merger Sub "), and each of the persons set forth on Schedule A hereto (each, a " Stockholder "). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, as of the date hereof, each Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number of (i) shares of common stock, par value $0.001 per share (the " Company Common Stock "), of Nimble Storage, Inc., a Delaware corporation (the " Company "), (ii) options to acquire shares of Company Common Stock (the " Company Stock Options "), (iii) restricted stock units granted in respect of shares of Company Common Stock (the " Company RSUs ") and (iv) restricted stock awards granted in respect of shares of Company Common Stock (the " Company RSAs "), in each case, set forth opposite such Stockholder's name on Schedule A (such shares of Company Common Stock, Company Stock Options, Company RSUs and Company RSAs set forth on Schedule A , together with any other shares of Company Common Stock or any other securities of the Company acquired by such Stockholder after the date hereof and prior to the valid termination of this Agreement in accordance with Section 5.2 (collectively, the " After-Acquired Shares "), are referred to herein, collectively, as the " Subject Securities " of such Stockholder);

WHEREAS, concurrently with the execution hereof, Parent, Merger Sub and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the " Merger Agreement "), which provides, among other things, for (i) Merger Sub to commence an offer to purchase any and all of the issued and outstanding shares of Company Common Stock and (ii) the Merger of Merger Sub with and into the Company, in each case, upon the terms and subject to the conditions (including the Minimum Tender Condition) set forth in the Merger Agreement; and

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, and as an inducement and in consideration for Parent and Merger Sub to enter into the Merger Agreement, each Stockholder, severally and not jointly, and on such Stockholder's own account with respect to its Subject Securities, has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
AGREEMENT TO TENDER AND VOTE

1.1. **Agreement to Tender** .

(a) Subject to the terms of this Agreement, during the time this Agreement is in effect, each Stockholder agrees to validly and irrevocably tender or cause to be validly and irrevocably tendered in the Offer all of such Stockholder's Subject Securities (other than (x) Company Stock Options that are not exercised during the term of this Agreement and (y) Company RSUs and Company RSAs that do not vest in accordance with their terms during the term of this Agreement) pursuant to and in accordance with the terms of the Offer, free and clear of all Encumbrances (as defined below), other than Permitted Encumbrances (as defined below).

(b) Without limiting the generality of the foregoing, as promptly as practicable after, but in no event later than ten (10) Business Days after, the commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer, each Stockholder shall deliver pursuant to the terms of the Offer (a) a letter of transmittal with

respect to all of such Stockholder's Subject Securities described in Section 1.1(a) above complying with the terms of the Offer (or in the case of any shares of Company Common Stock acquired by such Stockholder subsequent to such tenth (10th) business day, or in each case if such Stockholder has not received the Offer Documents by such time, as promptly as practicable after the acquisition of such shares or receipt of the Offer Documents, as the case may be) and (b) a certificate representing all such Subject Securities in the case of any shares that are certificated or an "agent's message" (or such other evidence, if any, of transfer as the Paying Agent may reasonably request) in the case of a Book-Entry Share. Each Stockholder agrees to promptly deliver any other documents or instruments that Parent or Merger Sub may reasonably require in order to effect the valid tender of such Stockholder's Subject Securities described in Section 1.1(a) above in accordance with the terms of the Offer. Each Stockholder agrees that, once all such Stockholder's Subject Securities described in Section 1.1(a) above are tendered, such Stockholder will not withdraw any of such Subject Securities from the Offer, unless and until (i) this Agreement shall have been validly terminated in accordance with Section 5.2 or (ii) the Offer shall have been terminated, withdrawn or otherwise shall have expired. Upon the occurrence of (i) or (ii) in the preceding sentence, Parent and Merger Sub shall promptly return, and shall cause the Paying Agent to promptly return, all Subject Securities tendered by each Stockholder.

1.2. **Agreement to Vote**. Subject to the terms of this Agreement, each Stockholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or special meeting of the stockholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the stockholders of the Company, such Stockholder shall, in each case to the fullest extent that such Stockholder's Subject Securities are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Securities to be counted as present thereat for purposes of determining a quorum; and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of his or its Subject Securities (i) against any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation of the Company contained in the Merger Agreement, or of any Stockholder contained in this Agreement, or (B) result in any of the conditions set forth in Article VIII or Annex I of the Merger Agreement not being satisfied on or before the Outside Date; (ii) against any change in the membership of the Company Board and (iii) against any Takeover Proposal and against any other action, agreement or transaction involving the Company that is intended, or would reasonably be expected, to impede, interfere with, delay, postpone or prevent the consummation of the Offer or the Merger, including (A) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Merger), (B) any sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, intellectual property rights, but excluding for the avoidance of doubt, any licenses of intellectual property rights permitted by the terms of the Merger Agreement)) of the Company or any reorganization, recapitalization or liquidation of the Company, or (C) any amendment to the Company Certificate of Incorporation or Company Bylaws. Subject to the proxy granted under Section 1.3, each Stockholder shall retain at all times the right to vote such Stockholder's Subject Securities in such Stockholder's sole and absolute discretion, and without any other limitation, on any matters other than those expressly set forth in this Section 1.2 that are at any time or from time to time presented for consideration to the Company's stockholders generally.

1.3. **Irrevocable Proxy**. Solely to effect the matters described in Section 1.2, for so long as this Agreement remains in effect, each Stockholder hereby irrevocably appoints Parent as its attorney-in-fact and proxy with full power of substitution and resubstitution, to the full extent of such Stockholder's voting rights with respect to all such Stockholder's Subject Securities (which proxy is irrevocable and which appointment is coupled with an interest, including for purposes of Section 212 of the DGCL) to vote, and to execute written consents with respect to, all such Stockholder's Subject Securities solely on the matters described in Section 1.2, and in accordance therewith. Each Stockholder agrees to execute any further agreement or form reasonably necessary or appropriate to confirm and effectuate the grant of the proxy contained herein. Such proxy shall automatically terminate upon the valid termination of this Agreement in accordance with Section 5.2. Parent may terminate this proxy with respect to a Stockholder at any time in its sole and absolute discretion by written notice provided to such Stockholder.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS

Each Stockholder represents and warrants to Parent and Merger Sub as to such Stockholder, solely on its own account and solely with respect to its Subject Securities, on a several basis, that:

2.1. **Authorization; Binding Agreement**.

(a) If such Stockholder is not an individual, such Stockholder is duly organized and validly existing in good standing (where such concept is recognized under applicable Law) under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Stockholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Stockholder, and such Stockholder has all requisite power and authority to execute and deliver, and perform its obligations under, this Agreement and to consummate the transactions contemplated hereby. If such Stockholder is an individual, such Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform such Stockholder's obligations hereunder.

(b) This Agreement has been duly and validly executed and delivered by such Stockholder and, assuming the due authorization, execution and delivery hereof by Parent and Merger Sub, constitutes a valid and binding obligation of such Stockholder enforceable against such Stockholder in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) If such Stockholder is married, and any of the Subject Securities of such Stockholder constitute community property or otherwise need spousal or other approval for this Agreement to be legal, valid and binding, this Agreement has been duly executed and delivered by such Stockholder's spouse and, assuming the due authorization, execution and delivery hereof by Parent and Merger Sub, is enforceable against such Stockholder's spouse in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

2.2. **Non-Contravention**. Neither the execution and delivery of this Agreement by such Stockholder nor the consummation of the transactions contemplated hereby nor compliance by such Stockholder with any provisions herein will (a) if such Stockholder is not an individual, violate, contravene or result in any breach of any provision of the certificate of incorporation or bylaws (or other similar governing documents) of such Stockholder, (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority on the part of such Stockholder, except for compliance with the applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder, (c) violate or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Stockholder is a party or by which such Stockholder or any of its Subject Securities is bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Lien on such Stockholder's Subject Securities (other than one created by Parent or Merger Sub), or (e) violate any Law or Judgment applicable to such Stockholder or by which any of its Subject Securities are bound, other than, in the case of clauses (b) through (e), as would not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Stockholder to perform such Stockholder's obligations hereunder.

2.3. **Ownership of Subject Securities; Total Shares**. Such Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of all such Stockholder's Subject Securities and has good and marketable title to all such Subject Securities free and clear of any Liens or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a stockholder in respect of such Subject

Securities (collectively, " Encumbrances "), except for any such Encumbrance that may be imposed pursuant to (a) this Agreement and (b) any applicable restrictions on transfer under the Securities Act or any state securities law (collectively, " Permitted Encumbrances ").

2.4. **Voting Power** . Such Stockholder has full voting power with respect to all such Stockholder's Subject Securities (to the extent that such Subject Securities have voting rights), and full power of disposition with respect to such Subject Securities to the extent they consist of vested shares of Company Common Stock, full power to issue instructions with respect to the matters set forth in Article I and Article IV and full power to agree to all of the matters set forth therein, in each case with respect to all such Stockholder's Subject Securities.

2.5. **Reliance** . Such Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

2.6. **Absence of Litigation** . With respect to such Stockholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Stockholder, threatened in writing against such Stockholder or any of such Stockholder's Subject Securities before or by any Governmental Authority that would reasonably be expected to prevent or materially delay or impair the consummation by such Stockholder of the transactions contemplated by this Agreement or otherwise materially impair such Stockholder's ability to perform its obligations hereunder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PARENT AND SUB

Parent and Merger Sub represent and warrant to each Stockholder that:

3.1. **Organization and Qualification** . Each of Parent and Merger Sub is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization. All of the issued and outstanding capital stock of Merger Sub is owned directly or indirectly by Parent.

3.2. **Authority for this Agreement** . Each of Parent and Merger Sub has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent and Merger Sub have been duly and validly authorized by all necessary entity action on the part of each of Parent and Merger Sub, and no other entity proceedings on the part of Parent and Merger Sub are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Parent and Merger Sub and, assuming the due authorization, execution and delivery by the Stockholder, constitutes legal, valid and binding obligation of each of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

ARTICLE IV
ADDITIONAL COVENANTS OF THE STOCKHOLDERS

Each Stockholder hereby covenants and agrees that until the termination of this Agreement:

4.1. **No Transfer; No Inconsistent Arrangements** .

(a) Each Stockholder agrees that such Stockholder shall not take any action that would result in a breach of any representation or warranty of such Stockholder contained herein or have the effect of preventing or disabling

such Stockholder from performing any of its obligations under this Agreement or would reasonably be expected to materially impede or materially delay the performance by any Stockholder of its obligations under this Agreement.

(b) Except as provided hereunder or under the Merger Agreement, from and after the date hereof and until this Agreement is terminated, such Stockholder shall not, directly or indirectly, (i) create or permit to exist any Encumbrance, other than Permitted Encumbrances, on any of such Stockholder's Subject Securities, (ii) transfer, sell, assign, gift, hedge, pledge or otherwise dispose of, or enter into any derivative arrangement with respect to (collectively, " Transfer "), any of such Stockholder's Subject Securities, or any right or interest therein (or consent to any of the foregoing), (iii) enter into any Contract with respect to any Transfer of such Stockholder's Subject Securities or any interest therein, (iv) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Stockholder's Subject Securities or (v) deposit or permit the deposit of any of such Stockholder's Subject Securities into a voting trust or enter into a voting agreement or arrangement with respect to any of such Stockholder's Subject Securities; provided that such Stockholder may (A) if such Stockholder is a partnership, limited liability company or corporation, distribute Subject Securities to its partners, members, shareholders, equity holders or affiliated entities (as applicable), but only if and to the extent the recipients thereof agree to be bound by the obligations set forth herein with respect to such Subject Securities as if they were Stockholders hereunder, with Parent and Merger Sub named as express third-party beneficiaries of such agreements, (B) if such Stockholder is an individual, Transfer any Subject Securities to any member of such Stockholder's immediate family, or to a trust for the benefit of such Stockholder or any member of such Stockholder's immediate family, (C) Transfer any Subject Securities for charitable purposes as charitable gifts or donations, and (D) Transfer any Subject Securities upon the death of such Stockholder (each, a " Permitted Transfer "). Any action taken in violation of the immediately preceding sentence shall be null and void *ab initio* . If any involuntary Transfer of any of such Stockholder's Subject Securities shall occur (including a sale by such Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement.

(c) Such Stockholder agrees that it shall not, and shall cause each of its affiliates not to, become a member of a "group" (as defined under Section 13(d) of the Exchange Act) for the purpose taking any actions inconsistent with the transactions contemplated by this Agreement or the Merger Agreement. Notwithstanding Section 4.1(b) , such Stockholder may make Transfers of its Subject Securities as Parent may agree in writing in its sole discretion.

4.2. **No Exercise of Appraisal Rights** . Such Stockholder forever waives and agrees, as to himself or itself, not to exercise any appraisal rights or dissenters' rights in respect of such Stockholder's Subject Securities that may arise in connection with the Merger.

4.3. **Documentation and Information** . Such Stockholder shall not make any public announcement regarding this Agreement and the transactions contemplated hereby without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed), except as may be required by applicable Law (provided that reasonable notice of any such disclosure will be provided to Parent to the extent reasonably practicable). Such Stockholder consents to and hereby authorizes Parent and Merger Sub to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that is required in connection with the Offer, the Merger and any transactions contemplated by the Merger Agreement, such Stockholder's identity and ownership of the Subject Securities, the existence of this Agreement and the nature of such Stockholder's commitments and obligations under this Agreement, and such Stockholder acknowledges that Parent and Merger Sub may, in Parent's sole discretion, file this Agreement or a form hereof with the SEC. Such Stockholder agrees, as to himself or itself, to promptly give Parent any information it may reasonably request for the preparation of any such disclosure documents, and such Stockholder agrees to promptly notify Parent of any required corrections with respect to any written information supplied by such

Stockholder specifically for use in any such disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect.

4.4. **Adjustments**. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company affecting the Subject Securities, the terms of this Agreement shall apply to the resulting securities.

4.5. **Waiver of Certain Actions**. Each Stockholder hereby agrees, as to himself or itself, not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company, Parent, Merger Sub or any of their respective successors (a) challenging the validity of, or seeking to enjoin or delay the operation of, any provision of this Agreement or the Merger Agreement (including any claim seeking to enjoin or delay the Offer Closing or the Merger Closing) or (b) alleging a breach of any duty of the Company Board in connection with the Merger Agreement, this Agreement or the transactions contemplated thereby or hereby.

4.6. **No Solicitation**. Each Stockholder shall not, and shall cause its controlled Affiliates not to, and shall use reasonable best efforts to cause its and their respective Representatives not to, directly or indirectly, (i) solicit, initiate, knowingly facilitate or knowingly encourage the submission or announcement of any inquiries, proposals or offers that constitute or would reasonably be expected to lead to any Takeover Proposal, (ii) provide any non-public information concerning the Company to any person or group in connection with any Takeover Proposal, or engage in any discussions or negotiations with respect to any Takeover Proposal (other than to inform any relevant third party of the restrictions hereunder and under the Merger Agreement), (iii) otherwise cooperate with or knowingly assist or participate in, or knowingly facilitate, any such inquiries, proposals, offers, discussions or negotiations or (iv) resolve or agree to do any of the foregoing. Each Stockholder shall, and shall cause its controlled Affiliates to, and shall use reasonable best efforts to cause its and their respective Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any person or groups that may be ongoing with respect to any Takeover Proposal or potential Takeover Proposal.

ARTICLE V
MISCELLANEOUS

5.1. **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given and received (a) upon receipt, if delivered personally, (b) two (2) Business Days after deposit in the mail, if sent by registered or certified mail, (c) on the next Business Day after deposit with an overnight courier, if sent by overnight courier (with proof of delivery), (d) upon transmission and confirmation of receipt, if sent by email transmission prior to 6:00 p.m., local time, in the place of receipt, or (e) on the next Business Day following transmission and confirmation of receipt, if sent by email transmission after 6:00 p.m., local time, in the place of receipt; provided that the notice or other communication is sent to the address or email address set forth (i) in the case to Parent or Merger Sub, to the address or email address set forth in Section 11.03 of the Merger Agreement and (ii) if to a Stockholder, to such Stockholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2. **Termination**. With respect to each Stockholder, this Agreement shall terminate automatically, without any notice or other action by any person, upon the first to occur of (a) the valid termination of the Merger Agreement in accordance with its terms, (b) the Acceptance Time, (c) the mutual written consent of Parent and such Stockholder and (d) any amendment to the Offer or the Merger Agreement, or waiver of the Company's rights under the Merger Agreement, that, in each case, results in a decrease of the Offer Price or the Merger Consideration, a change in the form of consideration payable in connection with the Offer or the Merger or a change in the treatment of such Stockholder's Company Stock Options, Company RSUs or Company RSAs

pursuant to the Merger Agreement (unless such Stockholder consents in writing in advance to such amendment or waiver). Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided that (i) nothing set forth in this Section 5.2 shall relieve any party from liability for any willful breach of this Agreement prior to termination hereof and (ii) the provisions of this Article V (other than Section 5.14) shall survive any termination of this Agreement.

5.3. **Amendments and Waivers** . Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5.4. **Expenses** . All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the Merger is consummated.

5.5. **Entire Agreement; Assignment** . This Agreement, together with Schedule A , and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, and any such assignment without consent shall be null and void; provided that Parent or Merger Sub may transfer or assign all or any part of their respective rights and obligations to any direct or indirect wholly owned Subsidiary of Parent (it being understood that such transfer or assignment shall not relieve Parent of its obligations hereunder).

5.6. **Enforcement of the Agreement** . The parties agree that irreparable damage would occur in the event that any Stockholder did not perform any of the provisions of this Agreement in accordance with their specific terms or otherwise breached any such provisions. It is accordingly agreed that Parent and Merger Sub shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity. Any and all remedies herein expressly conferred upon Parent and Merger Sub will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such party, and the exercise by Parent or Merger Sub of any one remedy will not preclude the exercise of any other remedy.

5.7. **Jurisdiction; Service of Process; Waiver of Jury Trial** .

(a) Each of the parties hereto irrevocably (i) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, the United States District Court sitting in New Castle County in the State of Delaware, for the purpose of any Action directly or indirectly based upon, relating to or arising out of this Agreement or any transaction contemplated hereby, or the negotiation, execution or performance hereof and (ii) agrees that all claims in respect to such Action shall be brought in, and may be heard and determined, exclusively in such state or federal courts. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue and any defense of inconvenient forum to the maintenance of, any Action so brought. Each of the parties hereto agrees that a final judgment in any Action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties hereto irrevocably consents to the service of the summons and complaint and any other process in any other Action relating to the transactions contemplated by this Agreement, on behalf of itself or its property, by U.S. registered mail in accordance with Section 5.1 . Nothing in this Section 5.7 shall affect the right of any party hereto to serve legal process in any other manner permitted by Law.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY BASED UPON, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

5.8. **Governing Law**. This Agreement and any Action (whether at Law, in contract or in tort) that may directly or indirectly be based upon, relate to or arise out of this Agreement or any transaction contemplated hereby, or the negotiation, execution or performance hereof, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any Laws that might result in the application of the Law of another jurisdiction.

5.9. **Descriptive Headings**. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.10. **Parties in Interest**. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

5.11. **Severability**. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

5.12. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

5.13. **Interpretation**. The words “hereof,” “herein,” “hereby,” “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph and schedule references are to the articles, sections, paragraphs and schedules of this Agreement unless otherwise specified. Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.” The words describing the singular number shall include the plural and vice versa, words denoting either gender shall include both genders and words denoting natural persons shall include all Persons and vice versa. The phrases “the date of this Agreement,” “the date hereof,” “of even date herewith” and terms of similar import, shall be deemed to refer to the date set forth in the preamble to this Agreement. Any reference in this Agreement to a date or time shall be deemed to be such date or time in New York City, unless otherwise specified. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Person by virtue of the authorship of any provision of this Agreement.

5.14. **Further Assurances**. Each Stockholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Laws and regulations, to perform its obligations under this Agreement.

5.15. **Capacity as Stockholder**. Each Stockholder signs this Agreement solely in such Stockholder's capacity as a record and beneficial owner of Subject Securities, and not, if applicable, in such Stockholder's capacity as a director, officer or employee of the Company or any of its Subsidiaries. Notwithstanding anything herein to the contrary, nothing herein shall in any way restrict or limit a director or officer of the Company in the taking of any actions (or failure to act) in his or her capacity as a director, officer or employee of the Company, or in the exercise of his or her fiduciary duties as a director, officer or employee of the Company, or prevent or be construed to create any obligation on the part of any director, officer or employee of the Company from taking any action in his or her capacity as such director, officer or employee.

5.16. **No Agreement Until Executed**. This Agreement shall not be effective unless and until (i) the Merger Agreement is executed and delivered by all parties thereto and (ii) this Agreement is executed by all parties hereto.

5.17. **Stockholder Obligation Several and Not Joint**. The obligations of each Stockholder hereunder shall be several and not joint, and no Stockholder shall be liable for any breach of the terms of this Agreement by any other Stockholder.

[Signature pages follow.]

IN WITNESS WHEREOF, each of the parties has executed or caused this Agreement to be executed on its behalf by its officer thereunto duly authorized, all as of the date first above written.

HEWLETT PACKARD ENTERPRISE COMPANY

By: /s/ Rishi Varma
Name: Rishi Varma
Title: Senior Vice President, Deputy General Counsel & Assistant Secretary

NEBRASKA MERGER SUB, INC.

By: /s/ Rishi Varma
Name: Rishi Varma
Title: President & Secretary

STOCKHOLDERS:

SURESH VASUDEVAN

/s/ Suresh Vasudevan

Email: suresh@nimblestorage.com
Address: c/o Nimble Storage, Inc.
211 River Oaks Parkway
San Jose, CA 95134

STOCKHOLDERS:

UMESH MAHESHWARI

/s/ Umesh Maheshwari

Email: umesh@nimblestorage.com

Address: c/o Nimble Storage, Inc.
211 River Oaks Parkway
San Jose, CA 95134

THE UMESH MAHESHWARI 2015 REVOCABLE TRUST

/s/ Umesh Maheshwari

Name: Umesh Maheshwari
Title: Trustee

THE UMESH MAHESHWARI 2015 GRANTOR RETAINED ANNUITY TRUST

/s/ Umesh Maheshwari

Name: Umesh Maheshwari
Title: Trustee

THE MAHESHWARI CHILDREN'S TRUST

/s/ Umesh Maheshwari

Name: Umesh Maheshwari
Title: Trustee

VARUN MEHTA

/s/ Varun Mehta

Email: varun@nimblestorage.com

Address: c/o Nimble Storage, Inc.
211 River Oaks Parkway
San Jose, CA 95134

STOCKHOLDERS:

THE MEHTA FAMILY TRUST U/A
DATED 11/06/2006 VARUN MEHTA &
MALA MEHTA TRUSTEES

/s/ Varun Mehta

Name: Varun Mehta
Title: Trustee

THE JAI VIR MEHTA 2012 GST TRUST

/s/ Varun Mehta

Name: Varun Mehta
Title: Trustee

THE JAI VIR MEHTA TRUST

/s/ Varun Mehta

Name: Varun Mehta
Title: Trustee

THE KIMAYA JIA MEHTA 2012 GST TRUST

/s/ Varun Mehta

Name: Varun Mehta
Title: Trustee

THE KIMAYA JIA MEHTA TRUST

/s/ Varun Mehta

Name: Varun Mehta
Title: Trustee

STOCKHOLDERS:

Sequoia Capital XII
Sequoia Technology Partners XII
Sequoia Capital XII Principals Fund

By: SC XII Management, LLC
A Delaware Limited Liability Company
General Partner of Each

By: /s/ Jim Goetz
Managing Member

SC US GF V HOLDINGS, LTD.
a Cayman Islands exempted company

By: SEQUOIA CAPITAL U.S. GROWTH FUND V, L.P.
SEQUOIA CAPITAL USGF PRINCIPALS FUND V, L.P.
both Cayman Islands exempted limited partnerships, its Members

By: SCGF V MANAGEMENT, L.P.,
a Cayman Islands exempted limited partnership, its General Partner

By: SC US (TTGP), LTD.,
a Cayman Islands exempted company, its General Partner

By: /s/ Jim Goetz
Name: James J. Goetz
Title: Director

2800 Sand Hill Road Suite 101
Menlo Park, CA 94025
Compliance@sequoiacap.com

Schedule A

Name of Stockholder	Shares of Company Common Stock	Company Stock Options	Company RSUs	Company RSAs
Suresh Vasudevan	**767,873**	**2,594,935**	**457,773**	**0**
Umesh Maheshwari	75,858	375,092	341,950	0
The Umesh Maheshwari 2015 Revocable Trust	2,163,258	0	0	0
The Umesh Maheshwari 2015 Grantor Retained Annuity Trust	1,500,000	0	0	0
The Maheshwari Children's Trust	1,108,900	0	0	0
Umesh Maheshwari (Total)	**4,848,016**	**375,092**	**341,950**	**0**
Varun Mehta	104	200,000	341,950	0
The Mehta Family Trust U/A Dated 11/06/2006 Varun Mehta & Mala Mehta Trustees	4,133,340	0	0	0
The Jai Vir Mehta 2012 GST Trust	600,000	0	0	0
The Jai Vir Mehta Trust	650,000	0	0	0
The Kimaya Jia Mehta 2012 GST Trust	600,000	0	0	0
The Kimaya Jia Mehta Trust	650,000	0	0	0
Varun Mehta (Total)	**6,633,444**	**200,000**	**341,950**	**0**
Sequoia Capital XII, L.P.	5,075,096	0	0	0
Sequoia Technology Partners XII, L.P.	189,900	0	0	0
Sequoia Capital XII Principals Fund, LLC	542,412	0	0	0
SC US GF V Holdings, Ltd.	662,700	0	0	0
Sequoia Capital (Total)	**6,470,108**	**0**	**0**	**0**

Hewlett Packard Enterprise
3000 Hanover Street
Palo Alto, CA 94304

hpe.com

Press Release

HPE to Acquire Nimble Storage to Strengthen Leadership in Hybrid IT

- The acquisition expands HPE's leadership position in the high-growth flash storage market
- Creates comprehensive, leading-edge storage portfolio by bringing together highly complementary solutions
- Accelerates growth of Nimble Storage by leveraging HPE's broad go-to-market engine

Editorial contact
corpmediarelations@hpe.com
Kate Holderness, HPE

PALO ALTO, Calif., March 7, 2017 – Hewlett Packard Enterprise (NYSE:HPE) today announced it has entered into a definitive agreement to acquire Nimble Storage, the San Jose, Calif.-based provider of predictive all-flash and hybrid-flash storage solutions. HPE will pay $12.50 per share in cash, representing a net cash purchase price at closing of $1.0 billion. In addition to the purchase price, HPE will assume or pay out Nimble's unvested equity awards, with a value of approximately $200 million at closing.

Flash storage is a fast-growing market and an increasingly important element of today's hybrid IT environment. The overall flash market was estimated to be approximately $15 billion in 2016 and is expected to be nearly $20 billion by 2020, with the all-flash segment growing at a nearly 17 percent compound annual growth rate. [1]

Nimble's predictive flash offerings for the entry to midrange segments are complementary to HPE's scalable midrange to high-end 3PAR solutions and affordable MSA products. This deal will enable HPE to deliver a full range of superior flash storage solutions for customers across every segment.

[1] Source: IDC Disk Forecast, December 2016

In addition, HPE plans to incorporate Nimble's InfoSight Predictive Analytics platform across its storage portfolio, which will enable a stronger, simplified support experience for HPE customers. For example, InfoSight automatically detects 90 percent of all issues within a customer's infrastructure, and resolves over 85 percent of them. This dramatically reduces the amount of time and effort a customer's IT team spends on support activities.

"Nimble Storage's portfolio complements and strengthens our current 3PAR products in the high-growth flash storage market and will help us deliver on our vision of making Hybrid IT simple for our customers," said Meg Whitman, President and CEO, Hewlett Packard Enterprise. "And, this acquisition is exactly aligned with the strategy and capital allocation approach we've laid out. We remain focused on high-growth and higher-margin segments of the market."

Nimble Strengthens and Expands HPE's Flash Storage Portfolio

Nimble was founded in 2007 and has approximately 1,300 employees worldwide. The company delivered revenue of $402 million in its most recent fiscal year, up 25 percent year over year. Nimble's strong application performance in its entry to midrange flash storage solutions is backed by an intelligent, predictive analytics engine that delivers a simplified customer experience. This unique analytics platform goes beyond storage to analyze performance issues across the full data path, from apps to the array, and resolves most issues before they occur. In addition, Nimble has recently introduced multicloud storage services that combine the best of on-premises and public cloud storage capabilities for Hybrid IT deployments.

Key customer benefits of the combined HPE and Nimble portfolio include:

- The ability to seamlessly move data and replicate across hybrid flash and all-flash storage to meet unpredictable IT demands
- Integrated data protection with application aware snapshots, encryption, replication and integration with leading independent software vendors
- Effortless management of storage volumes along with data compaction to reduce capacity costs
- Predictive support automation to anticipate and prevent most problems and solve remaining issues in a matter of minutes
- Quality of service controls and full stack analytics to ensure predictable performance in hybrid IT deployments
- Increased dedicated sales specialist support
- A future-proofed technology platform with a rich roadmap to support next-generation storage

“Customers deploying hybrid IT not only need the performance of flash storage but are looking for predictive intelligence to optimize their infrastructure,” said Antonio Neri, Executive Vice President and General Manager of the Enterprise Group, Hewlett Packard Enterprise. “With Nimble Storage and 3PAR, we can now deliver on those storage needs and provide more effective on-premises control and performance, at public cloud economics.”

Deal Accelerates Nimble Financial Performance

By bringing together complementary product portfolios and leveraging HPE’s expansive go-to-market capability, partner ecosystem, and leading server platform, HPE and Nimble will be able to significantly accelerate the financial performance of the combined business.

“Over 10,000 enterprises are using Nimble Storage because our Predictive Cloud Platform is reliably fast, radically simple, and cloud ready,” said Suresh Vasudevan, CEO at Nimble Storage. “This acquisition validates our technology leadership in flash and in the use of cloud-based predictive analytics. We’re confident that by combining Nimble Storage’s technology leadership with HPE’s global distribution strength, strong brand, and enterprise relationships, we’re creating expansion opportunities for the combined company.”

Transaction Details

The deal is expected to be accretive to HPE earnings in the first full fiscal year following the close.

Under the terms of the agreement, a subsidiary of HPE will commence a tender offer to purchase any and all of the outstanding shares of Nimble common stock for $12.50 per share in cash. Nimble stockholders representing approximately 21 percent of Nimble’s outstanding shares have entered into a Tender and Support Agreement committing them to tender their shares into the tender offer. The completion of the tender offer is subject to customary terms and closing conditions, including Nimble stockholders tendering a majority of Nimble’s outstanding shares in the offer, and receipt of specified regulatory approvals.

Following the successful completion of the tender offer, the agreement provides that Nimble will merge with a subsidiary of HPE and become a wholly owned subsidiary of HPE, and all remaining outstanding shares of Nimble will receive in the merger the same consideration paid to other stockholders in the tender offer.

Following the completion of the transaction, Nimble shares will be delisted from the New York Stock Exchange.

The tender offer and merger and closing of the transaction are expected to be completed in April, subject to the satisfaction or waiver of the offer conditions set forth in the agreement.

Additional Resources

Click here to read a blog post by Antonio Neri, Executive Vice President and General Manager of the Enterprise Group, Hewlett Packard Enterprise.

About Hewlett Packard Enterprise

Hewlett Packard Enterprise (HPE) is an industry leading technology company that enables customers to go further, faster. With the industry's most comprehensive portfolio, spanning the cloud to the data center to workplace applications, our technology and services help customers around the world make IT more efficient, more productive and more secure.

Forward-looking Statements

This document contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such statements involve risks, uncertainties and assumptions. If such risks or uncertainties materialize or such assumptions prove incorrect, the results of HPE and its consolidated subsidiaries could differ materially from those expressed or implied by such forward-looking statements and assumptions. All statements other than statements of historical fact are statements that could be deemed forward-looking statements, including any statements regarding the expected benefits and costs of the transaction contemplated by this document; the expected timing of the completion of the transaction; the ability of HPE, its subsidiaries and Nimble to complete the transaction considering the various conditions to the transaction, some of which are outside the parties' control, including those conditions related to regulatory approvals; any statements of expectation or belief; and any statements of assumptions underlying any of the foregoing. Risks, uncertainties and assumptions include the possibility that expected benefits may not materialize as expected; that the transaction may not be timely completed, if at all; that, prior to the completion of the transaction, Nimble's business may not perform as expected due to transaction-related uncertainty or other factors; that the parties are unable to successfully implement integration strategies; and other risks that are described in HPE's SEC reports, including but not limited to the risks described in HPE's Annual Report on Form 10-K for its fiscal year ended October 31, 2016. HPE assumes no obligation and does not intend to update these forward-looking statements.

Additional Information and Where to Find It

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Antonio Neri
blog post
March 7, 2017

Nimble Storage to Extend HPE Industry Leadership in Flash Storage

By Antonio Neri, Executive Vice President and General Manager, Enterprise Group

Flash is Helping Organizations Move Faster

The biggest technology transition in storage today is the move from spinning disk media to flash. In its infancy, flash storage was seen as a performance accelerator for niche applications. From there, enterprise businesses began to see the operational benefits of flash, and eventually the economics enabled more widespread deployment. And as flash becomes the new normal, customers are driving additional requirements, like hybrid IT automation, integrated data protection and flexible consumption models.

This demand has been driving strong momentum in our 3PAR enterprise flash storage portfolio, since we can provide both a strong flash offering as well as leverage the rest of our deep portfolio of products and services to deliver solutions that meet customers' specific needs.

And today, we are announcing our intent to acquire Nimble Storage, a leading provider of entry to midrange predictive flash storage solutions. Since it was founded in 2007, Nimble has disrupted the storage market by delivering consistent application performance and availability at an unprecedented cost. We believe the Nimble value proposition is the most compelling for HPE customers when compared with other recent market entrants, and in combination with 3PAR, can provide the best lineup in the industry of flash optimized solutions for hybrid IT.

With Nimble, HPE Can Deliver Flash to Customers of all Sizes and Needs

We believe that Nimble's entry to midrange predictive flash storage solutions, coupled with InfoSight, its leading predictive analytics technology, will strengthen HPE's flash storage portfolio by expanding market reach and enabling a transformed, analytics-based customer experience. Together, we'll be able to bring flash optimized data services, which provide the right balance of price, performance, and agility, to customers across SMB, Enterprise and Service Provider segments. In other words, we'll have a comprehensive, best-in-class portfolio across the full range of the market:

> **Enterprise class for the all-flash datacenter:** HPE 3PAR supports customers experiencing rapid growth and needing a highly scalable, all-flash data center capable of supporting millions of IOPS, petabyte capacity, and a multi-tenant architecture, priced from the midrange to the high-end.
>
> **Straightforward predictive flash:** Nimble is ideal for customers needing advanced, flash-optimized data services, including all-flash, hybrid-flash, and multicloud support, underpinned by machine-learning based predictive analytics, all at entry to midrange price points and designed with ease of use at its core.

Simple flash acceleration: HPE MSA and HPE StoreVirtual have an installed base of over 500,000 deployments worldwide and are suited for price-sensitive customers that need simple, flash tiering support at an entry price point.

Built-for-enterprise, hyperconverged infrastructure : Nimble also complements our recent SimpliVity acquisition for the growing hyperconverged market for those deploying turnkey VM-farms with advanced data services. The combination of SimpliVity, Nimble, and 3PAR enables customers to deploy the right data services across all workloads and deployment types.

Nimble builds on our strategy to make Hybrid IT simple through software defined and machine learning innovations. Our comprehensive portfolio will enable customers to compose the right storage for their exact application needs. HPE OneView infrastructure management software will help customers seamlessly manage the entire portfolio. And, we'll give customers the choice of CAPEX or monthly pay for use consumption with HPE FlexCapacity.

The Path Ahead

Looking forward, we have a clear product roadmap for our hybrid IT offerings, and our acquisition of Nimble fits squarely in it. We are listening to our customers' needs and continuing to help them shift from the traditional data center to a software-defined datacenter, with all-flash at the heart.

A key element of that roadmap is Nimble's predictive analytics platform. InfoSight's ability to monitor customer deployed infrastructure from the cloud, apply machine learning and predictive analytics to radically simplify operations and deliver a transformed support experience is a key differentiator in the storage market. HPE will leverage InfoSight across our portfolio of storage products, further enhancing our competitiveness against large and small competitors.

Our storage DNA has never been stronger and our experience expanding 3PAR's reach, without slowing down the innovation engine, will serve us well with Nimble. We are excited to welcome the Nimble team to HPE, and believe that together we will be a powerful force in the market and for our customers.

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Hewlett Packard
Enterprise

HPE to Acquire Nimble Storage

March 7, 2017

http://www.hpe.com/investor/home

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HPE to Acquire Nimble Storage

HPE will pay $12.50 per share in cash, representing a net cash purchase price of $1.0 billion, and will assume or pay out Nimble's unvested equity awards, with a value of approximately $200 million

The acquisition **expands HPE's leadership position in fast growing $15 billion flash market**, including the all-flash segment which is growing at a nearly 17% compound annual growth rate[1]

HPE expects the acquisition to close in April 2017 and to be **accretive to earnings in the first full fiscal year following close**

Shareholders holding approximately 21% of Nimble Storage's outstanding shares have already **committed to tender their shares in support of the transaction**

[1]Source: IDC Disk Forecast, December 2016

About Nimble Storage

Founded in 2007, Nimble Storage is a leading provider of all-flash and hybrid storage solutions, headquartered in San Jose, CA

Publicly traded since 2013	**10,000+** Customers	**Highest Net Promoter Score in storage industry**

Gartner Magic Quadrant Leader	**65% Revenue Growth CAGR FY13-FY17**

Set up for success

Nimble Storage's portfolio

- Industry-leading entry to mid-range predictive flash storage offerings and innovative InfoSight Predictive Analytics platform
- Differentiated by consistent application performance and availability at an unprecedented cost
- Offered in more than 50 countries

Strategic Rationale

Advances HPE's Hybrid IT strategy & strengthens its leadership in the **fast-growing, flash storage market**

Creates **comprehensive, leading-edge storage portfolio** by bringing together highly complementary solutions

Accelerates growth of Nimble Storage by leveraging HPE's broad go-to-market engine

Nimble Storage Accelerates our Strategy of Making Hybrid IT Simple

Be the industry's leading provider of **Hybrid IT**, built on the secure, next-generation, **software-defined infrastructure** that will run customers' data centers today, bridge to multi-cloud environments tomorrow, and power the emerging **intelligent edge** that will run **campus, branch, and Industrial IoT** applications for decades to come. All delivered through a world-class **services** capability.

We make **Hybrid IT** simple

Traditional Data Center	Software-defined Infrastructure and Private Cloud	Multi-cloud Partnerships

We power the **Intelligent Edge**

Campus & Branch	Industrial Internet of Things

We have the Expertise to make it happen

Advisory & Professional Services	Technical Services	IT Consumption Models

Hewlett Packard Enterprise

Combination Delivers Full Range of Leading Edge Storage Solutions

HPE 3PAR: Enterprise class for the all-flash datacenter, priced from midrange to high-end

Nimble Storage: Straightforward predictive flash from the entry to midrange

HPE MSA & StoreVirtual: Simple flash acceleration at an entry price point

SimpliVity: Built-for-enterprise software-defined hyperconverged infrastructure that makes hybrid IT simple

InfoSight: Predictive analytics platform that provides the ability to monitor customer deployed infrastructure from the cloud, apply machine learning and predictive analytics to radically simplify operations and deliver a transformed support experience

HPE OneView: HPE's complete portfolio is seamlessly managed by HPE OneView infrastructure management software. Deploy infrastructure faster, simplify lifecycle operations, and improve productivity, with efficient workflow automation, a modern dashboard, and the industry's broadest partner ecosystem.

Key Benefits of the Combined Portfolio for HPE Customers and Partners

The ability to seamlessly move data and replicate across hybrid flash and all-flash storage to meet unpredictable IT demands

Integrated data protection with application aware snapshots, encryption, replication and integration with leading independent software vendors

Effortless management of storage volumes along with data compaction to reduce capacity costs

Predictive support automation to anticipate and prevent most problems and solve remaining issues in a matter of minutes

Quality of service controls and full stack analytics to ensure predictable performance in hybrid IT deployments

A future-proofed technology platform with a rich roadmap to support next-gen storage class memory and non-volatile memory express

Thank You