

Exhibit B-2

Amendment No. 1 to Agreement and Plan of Reorganization dated as of February 5, 2007, by and among Cisco, Ibiza Sub, Eivissa Sub and IronPort

**AMENDMENT NO. 1 TO  
AGREEMENT AND PLAN OF REORGANIZATION**

This AMENDMENT NO.1 TO AGREEMENT AND PLAN OF REORGANIZATION (this "**Amendment**"), is made and entered into as of February 5, 2007 (the "**Effective Date**") among Cisco Systems, Inc., a California corporation ("**Acquiror**"), Ibiza Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Acquiror ("**Ibiza Sub**"), Eivissa Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Acquiror ("**Eivissa Sub**"), and IronPort Systems, Inc., a Delaware corporation (the "**Company**"). All terms not defined herein shall have the same meaning ascribed to them in the Merger Agreement (as defined below).

**RECITALS**

A. Acquiror, Ibiza Sub, Eivissa Sub and the Company have entered into an Agreement and Plan of Reorganization dated as of December 29, 2006 (the "**Merger Agreement**") pursuant to which the parties thereto have agreed to consummate the transactions contemplated therein (the "**Merger**"), subject to the terms and conditions set forth therein and in accordance with the General Corporation Law of the State of Delaware.

B. Pursuant to Section 7.3 of the Merger Agreement, the parties hereto desire to amend the Merger Agreement as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. In Section 1.1 of the Merger Agreement, the definition of "**New Company Options**" is hereby amended and restated in its entirety, as follows:

"**New Company Options**" means the Company Options granted under the 2007 Incentive Plan pursuant to Section 5.12(c) to purchase an aggregate of up to 9,000,000 shares of Company Common Stock.

2. Section 4.2(d) of the Merger Agreement is hereby amended and restated in its entirety, as follows:

(d) Issuance of Securities. Issue, deliver or sell or authorize or propose the issuance, delivery or sale of, or purchase or propose the purchase of, any Company Voting Debt or any shares of Company Capital Stock or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other Contracts of any character obligating it to issue any such shares or other convertible securities, other than: (i) the issuance of shares of Company Capital Stock pursuant to the exercise of Company Options and Company Warrants; (ii) the issuance of Company Common Stock upon conversion of Company Preferred Stock outstanding on the Agreement Date, (iii) the repurchase of any shares of Company Capital Stock from former employees, non-employee directors and consultants in accordance with Contracts providing for the repurchase of shares in connection with any termination of service, and (iv) the issuance of Company Capital Stock, Company Options and Company Warrants in connection with the PostX Merger;

3. Section 5.12(c) of the Merger Agreement is hereby amended and restated in its entirety, as follows:

(c) As soon as reasonably practicable following the Agreement Date, the Company shall provide to Acquiror a proposed allocation of the New Company Options which identifies the proposed recipients and number of New Company Options to be granted to each of them. Acquiror will be given a reasonable opportunity to review and discuss such proposed allocation and as soon as reasonably practicable following receipt thereof, shall provide to the Company a definitive allocation of the New Company Options which identifies the recipients and number of New Company Options to be granted to each of them (and includes any other information reasonably necessary for the Company to grant the New Company Options). As soon as reasonably practicable following receipt of the definitive allocation, the Company will grant New Company Options for 8,000,000 shares of Company Common Stock according to such definitive allocation. Unless indicated otherwise by Acquiror in writing, such New Company Options shall (i) be issued solely to those persons to whom Acquiror makes an offer of employment in the amount to be agreed upon by Acquiror, (ii) be non-qualified stock options under the Code, (iii) vest over a five-year period with 20% vesting on the first anniversary of the date of grant, with the balance vesting ratably monthly over the remaining four years thereafter, (iv) not provide for acceleration of vesting upon any event, (v) have exercise terms compliant with Section 409A of the Code, and (vi) have a nine year term. The Company shall cooperate and work with Acquiror to help identify potential new employees of the Company, for whom the Company may provide to Acquiror proposed allocations of New Company Options. Acquiror will be given a reasonable opportunity to review and discuss such proposed allocation and may, in its sole discretion, approve such allocation. For the avoidance of doubt, the remainder of the shares of Company Common Stock reserved under the 2007 Stock Option Plan is not required to be allocated prior to the Closing.

AS AMENDED HERETO, the Merger Agreement remains in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Acquiror, Ibiza Sub, Eivissa Sub and the Company have caused this Amendment No. 1 to Agreement and Plan of Merger to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

CISCO SYSTEMS, INC.

By: Ned Hooper  
Name: Ned Hooper  
Title: Vice President, Corporate Business Development

IBIZA ACQUISITION CORP.

By: Ned Hooper  
Name: Ned Hooper  
Title: President and Chief Executive Officer

EIVISSA ACQUISITION CORP.

By: Ned Hooper  
Name: Ned Hooper  
Title: President and Chief Executive Officer

IRONPORT SYSTEMS, INC.

By: \_\_\_\_\_  
Name: W. Scott Weiss  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER]

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Name: Ned Hooper  
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IRONPORT SYSTEMS, INC.

By: W. Scott Weiss  
Name: W. Scott Weiss  
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