EXHIBIT A-2

COMPANY VOTING AGREEMENT

This VOTING AGREEMENT (this "**Agreement**") is entered into as of March 18, 2009, by and between Cisco Systems, Inc., a California corporation ("**Acquiror**"), and the undersigned Stockholder ("**Stockholder**") of Pure Digital Technologies, Inc., a Delaware corporation (the "**Company**"). Terms not otherwise defined herein shall have the respective meanings ascribed to them in the Merger Agreement (as defined below). If the terms of this Agreement conflict in any way with the provisions of the Merger Agreement, then the provisions of the Merger Agreement shall control.

RECITALS

A. Stockholder has executed and delivered this Agreement in connection with execution and delivery by the Company of that certain Agreement and Plan of Merger and Reorganization, dated as of March 18, 2009, by and among Acquiror, Python Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Acquiror ("**Sub**"), the Company and the Stockholders' Agent (the "**Merger Agreement**"), pursuant to which Sub will merge with and into the Company in a statutory reverse-triangular merger (the "**Merger**"), with the Company to survive the Merger and become a wholly-owned subsidiary of Acquiror, and all outstanding capital stock of the Company will be converted into the right to receive shares of Acquiror Common Stock and cash in lieu of fractional shares, as set forth in the Merger Agreement.

B. Stockholder understands and acknowledges that the Company, Sub and Acquiror are entitled to rely on (i) the truth and accuracy of Stockholder's representations contained herein and (ii) Stockholder's performance of the obligations set forth herein.

C. In consideration of the execution of the Merger Agreement by Acquiror, the Stockholder (in his, her or its capacity as such) has agreed to vote the Shares (as such term is defined in Section 4.1) and such other shares of capital stock of the Company over which the Stockholder has voting power, in favor of the approval of the Merger and approval and adoption of the Merger Agreement and so as to facilitate consummation of the Merger, as provided herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Merger Agreement and in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Restrictions on Shares.

1.1 Stockholder shall not, directly or indirectly, transfer (except as may be specifically required by court order or by operation of law), sell, exchange, pledge or otherwise dispose of or encumber the Shares or any New Shares (as such term is defined in Section 1.4), or enter into any agreement or other arrangement relating thereto, at any time prior to the termination of this Agreement in accordance with the provisions of Section 7.12 hereof (the "**Expiration Time**"); provided, however that Stockholder may (i) if Stockholder is a private equity fund or venture capital fund, distribute Shares and New Shares to its partners, members

equity fund or venture capital fund, distribute Shares and New Shares to its partners, members and equity holders, (ii) if Stockholder is an individual, transfer the Shares and New Shares to any member of Stockholder's immediate family, or to a trust for the benefit of Stockholder or any member of Stockholder's immediate family for estate planning purposes, or (iii) if Stockholder is an individual, transfer Shares and New Shares upon the death of Stockholder (each, a "**Permitted Transfer**"), provided, however, that any such transfer shall be permitted only if, as a precondition to such transfer, each transferee agrees in writing to be bound by all of the terms of this Agreement.

1.2 Except pursuant to the terms of this Agreement, Stockholder shall not, directly or indirectly, grant any proxies or powers of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust, or enter into a voting agreement with respect to any of the Shares.

1.3 Stockholder shall not take any action that would (a) make any representation or warranty contained herein untrue or incorrect or (b) have the effect of impairing the ability of Stockholder to perform its obligations under this Agreement or preventing or materially delaying the consummation of any of the transactions contemplated hereby; provided, however, that nothing contained in this Section 1.3 shall be construed to prohibit Stockholder as a director of the Company from exercising its fiduciary duties to stockholders under applicable law or taking on behalf of Company any of the actions permitted to be taken by the Company under the Merger Agreement.

1.4 Any shares of Company Capital Stock that Stockholder purchases or with respect to which Stockholder otherwise acquires record ownership after the date of this Agreement and prior to the Expiration Time, including by reason of any stock split, stock dividend, reverse stock split, reclassification, recapitalization or other similar transaction (collectively, the "**New Shares**"), shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Shares.

2. Agreement to Vote Shares. Prior to the Expiration Time, at every meeting of the stockholders of the Company called with respect to any of the following, and at every adjournment thereof, and on every action or approval by written resolution or consent of the stockholders of the Company with respect to any of the following, Stockholder shall vote the Shares and any New Shares in respect of which Stockholder is entitled to vote at any such meeting or in connection with any such written consent (a) in favor of the approval of the Merger and approval and adoption of the Merger Agreement, (b) against any action that would reasonably be expected to result in a breach of any representation, warranty, covenant or obligation of the Company in the Merger Agreement or that would reasonably be expected to preclude fulfillment of a condition precedent under the Merger Agreement to the Company's or Acquiror's obligation to consummate the Merger, (c) against any Acquisition Proposal (as defined in Section 5.3(a) of the Merger Agreement), and (d) against any other matter that might reasonably be expected to impede, delay or materially and adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or this Agreement; provided, however, that nothing in this Agreement shall preclude Stockholder from exercising full power and authority to vote the Shares and any New Shares in Stockholder's sole discretion for or against any proposal submitted to a vote of the Company's stockholders to approve any payment

which would, in the absence of such approval, constitute a parachute payment under Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**"). Prior to the Expiration Time, Stockholder agrees to vote the Shares and any New Shares as provided herein regardless of whether the board of directors of the Company withholds, withdraws, amends, changes or modifies its recommendation to stockholders of the Company to vote in favor of approval of the Merger and adoption of the Merger Agreement. Prior to the Expiration Time, Stockholder agrees not to revoke or rescind any vote at any meeting, or approval by written resolution or consent, in favor of approval of the Merger and adoption of the Merger Agreement and further agrees not to adopt resolutions rescinding or revoking any such vote or such approval by written resolution or consent or otherwise precluding approval of the Merger and adoption of the Merger Agreement.

3. Irrevocable Proxy. Concurrently with the execution and delivery of this Agreement, Stockholder shall deliver to Acquiror a duly executed proxy in the form attached hereto as Exhibit A (the "**Proxy**") with respect to each and every meeting of stockholders of the Company or action or approval by written resolution or consent of stockholders of the Company prior to the Expiration Time covering the total number of Shares and New Shares in respect of which Stockholder is entitled to vote at any such meeting or in connection with any such written consent. Notwithstanding anything to the contrary in this Agreement, such Proxy shall not apply to any proposal submitted to a vote of the Company's stockholders to approve any payment which would, in the absence of such approval, constitute a parachute payment under Section 280G of the Code, and Stockholder shall continue to have full power and authority to vote the Shares and any New Shares in Stockholder's sole discretion for or against any such proposal. Upon the execution of this Agreement by Stockholder, (i) Stockholder hereby revokes any and all prior proxies (other than the Proxy) given by Stockholder with respect to the subject matter contemplated by Section 2 and (ii) Stockholder shall not grant any subsequent proxies with respect to such subject matter until after the Expiration Time.

4. Representations, Warranties and Covenants of Stockholder. Stockholder hereby represents, warrants and covenants to Acquiror as follows:

4.1 As of the date hereof, Stockholder is the record owner of that number of shares of Company Capital Stock set forth on the signature page hereto (all such shares owned of record by Stockholder on the date hereof, collectively, the "**Shares**") and the number of Shares set forth on the signature page hereto are the only shares of Company Capital Stock owned of record by such Stockholder. Except as set forth on such signature page, Stockholder holds no options to purchase or rights to subscribe for or otherwise acquire any securities of the Company and has no other interest in or voting rights with respect to any securities of the Company. No person not a signatory to this Agreement has a right to acquire or vote any of the Shares (other than, if Stockholder is a partnership or a limited liability company, the rights and interests of persons and entities that own partnership interests or units in Stockholder under the partnership agreement or operating agreement governing Stockholder and applicable partnership or limited liability company law). The Shares are not, and on the Expiration Time will not be, subject to any Encumbrances (other than those created pursuant to this Agreement). Stockholder's principal residence or place of business is set forth on the signature page hereto.

4.2 Stockholder has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. If Stockholder is an entity other

than a natural person, the execution and delivery of this Agreement by Stockholder and the consummation by Stockholder of the transactions contemplated hereby have been duly authorized by all necessary action, if any, on the part of Stockholder. This Agreement has been duly executed and delivered by Stockholder and constitutes a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms, subject only to the effect, if any, of (a) applicable bankruptcy, insolvency, fraudulent conveyance, moratorium and similar laws affecting creditors' rights and remedies generally and (b) general principles of equity.

4.3 The execution and delivery of this Agreement by Stockholder do not, and Stockholder's performance of its obligations under this Agreement will not: (a) conflict with or violate any order, decree or judgment applicable to Stockholder or by which Stockholder or the Shares is bound; or (b) result in any breach of or constitute a default (with notice or lapse of time, or both) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Encumbrance on any of the Shares pursuant to any Contract to which Stockholder is a party or by which Stockholder is bound or affected. The execution and delivery of this Agreement by Stockholder does not, and the performance of this Agreement by Stockholder will not, require the consent of any third party.

4.4 Until the Expiration Date, Stockholder (in his, her or its capacity as such) shall not take directly or indirectly any action prohibited by Section 5.3(a) of the Merger Agreement. In the event Stockholder shall receive or become aware of any Acquisition Proposal subsequent to the date hereof, Stockholder shall promptly inform Acquiror as to any such matter and the details thereof to the extent possible without breaching any other agreement to which Stockholder is a party or violating its fiduciary duties

4.5 Pursuant to Section 402.5 of the California General Corporation Law (the "CGCL"), each Stockholder hereby irrevocably waives the application of Section 502 and Section 503 of the CGCL with respect to any declaration or payment of dividends that is contingent upon conversion of all shares of Preferred Stock into Common Stock or in connection with any transaction with Acquiror or any of its affiliates and, if necessary or appropriate, agrees to execute any documents or statements or vote all its equity securities to amend the Company's Amended and Restated Certificate of Incorporation in order to effect such waiver.

4.6 Stockholder agrees that it will not bring, commence, institute, maintain, prosecute, participate in or voluntarily aid any action, claim, suit or cause of action, in law or in equity, in any court or before any governmental entity, which (a) challenges the validity of or seeks to enjoin this Agreement or the other voting agreements or the operation of any provision of any written resolution or consent in favor of approval of the Merger and adoption of the Merger Agreement or (b) alleges that the execution and delivery of the Merger Agreement, this Agreement, the other voting agreements, or any written resolution or consent in favor of approval of the Merger and adoption of the Merger Agreement, either alone or together, breaches any fiduciary duty of the board of directors of the Company or any member thereof, or (c) seeks an appraisal of the Shares or any New Shares under Section 262 of the Delaware General Corporation Law, Chapter 13 of the California General Corporation Law or similar appraisal or dissenters rights statutes under other applicable law.

5. Consent and Waiver; Termination of Existing Agreements. Stockholder hereby gives any consents or waivers that are reasonably required for the consummation of the Merger under the terms of any agreement or instrument to which Stockholder is a party or subject or in respect of any rights Stockholder may have in connection with the Merger or the other transactions provided for in the Merger Agreement (whether such rights exist under the certificate of incorporation or bylaws of the Company, any contract or commitment of the Company, under statutory or common law or otherwise) other than waivers of any rights expressly provided for in the Merger Agreement or this Agreement. Without limiting the generality or effect of the foregoing, Stockholder hereby waives any and all rights to contest or object to the execution and delivery of the Merger Agreement and the consummation of the Merger and the other transactions provided for in the Merger Agreement, or to seek damages or other legal or equitable relief in connection therewith (except as otherwise expressly provided in the Merger Agreement). If and to the extent Stockholder is a party to any of the following agreements, Stockholder hereby agrees to the termination of each of the following agreements, such termination to be contingent upon and effective immediately prior to the Effective Time: (1) Amended and Restated Investors' Rights Agreement dated as of April 12, 2007, (2) Management Rights Letter with Sequoia Capital X dated April 12, 2002, and (3) Management Rights Letter with Benchmark Capital Partners IV, L.P., as nominee dated September 19, 2002.

6. Confidentiality. Stockholder shall hold any information regarding this Agreement, the Merger and the Merger Agreement in strict confidence and shall not divulge any such information to any third person until such time as the Merger has been publicly disclosed by Acquiror.

7. Miscellaneous.

7.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when received if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt, provided that the sender has received confirmation of receipt prior to 5:00 p.m. California time and, if sender has received confirmation of receipt after 5:00 p.m. California time, then notice shall be deemed given on the next Business Day) to the parties hereto at the following address (or at such other address for a party as shall be specified by like notice):

(a) If to Acquiror, to:

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134
Attention: General Counsel
Facsimile No.: (408) 525-4757
Telephone No.: (408) 526-4000

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

Fenwick & West LLP
801 California Street
Mountain View, CA 94041
Attention: Douglas N. Cogen
Andrew Y. Luh
Facsimile No.: (415) 281-1350
Telephone No.: (415) 875-2300

(b) If to Stockholder, at the address set forth below Stockholder's signature at the end hereof.

7.2 Interpretation. When a reference is made in this Agreement to Sections or Exhibits, such reference shall be to a Section of or an Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The phrases "the date of this Agreement," "the date hereof," and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date first above written.

7.3 Specific Performance; Injunctive Relief. The parties hereto acknowledge that Acquiror will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein or in the Proxy. Therefore, it is agreed that, in addition to any other remedies that may be available to Acquiror upon any such violation of this Agreement or the Proxy, Acquiror shall have the right to enforce such covenants and agreements and the Proxy by specific performance, injunctive relief or by any other means available to Acquiror at law or in equity and Stockholder hereby waives any and all defenses which could exist in its favor in connection with such enforcement and waives any requirement for the security or posting of any bond in connection with such enforcement.

7.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties hereto; it being understood that all parties need not sign the same counterpart.

7.5 Entire Agreement; Nonassignability; Parties in Interest. This Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto (including the Proxy) (i) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (ii) are not intended to confer, and shall not be construed as conferring, upon any person other than the parties hereto any rights or remedies hereunder. Except in connection with Permitted Transfers, neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by Stockholder without the prior written consent of Acquiror, and any such assignment or delegation that is not consented to shall be null and void. This Agreement, together with any rights, interests or obligations of Acquiror hereunder, may be assigned or

delegated in whole or in part by Acquiror without the consent of or any action by Stockholder upon notice by Acquiror to Stockholder as herein provided. Subject to the preceding two sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including any person to whom any Shares are sold, transferred or assigned).

7.6 Amendment; Waiver. Subject to the provisions of applicable law, the parties hereto may amend this Agreement at any time pursuant to an instrument in writing signed on behalf of each of the parties hereto. At any time, any party hereto may, to the extent legally allowed, waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto and waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. Without limiting the generality or effect of the preceding sentence, no delay in exercising any right under this Agreement shall constitute a waiver of such right, and no waiver of any breach or default shall be deemed a waiver of any other breach or default of the same or any other provision in this Agreement.

7.7 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to use their commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

7.8 Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party shall 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 a party of any one remedy shall not preclude the exercise of any other remedy.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware without reference to such state's principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any court located within the State of Delaware, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

7.10 Rules of Construction. The parties hereto agree that they have been (or have had the opportunity to be) represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

7.11 Additional Documents, Etc. Stockholder shall execute and deliver any additional documents necessary or desirable, in the reasonable opinion of Acquiror, to carry out the purpose and intent of this Agreement. Without limiting the generality or effect of the foregoing or any other obligation of Stockholder hereunder, Stockholder hereby authorizes Acquiror to deliver a copy of this Agreement to the Company and hereby agrees that each of the Company and Acquiror may rely upon such delivery as conclusively evidencing the consents, waivers and terminations of Stockholder referred to in Section 5, in each case for purposes of all agreements and instruments to which such elections, consents, waivers and/or terminations are applicable or relevant.

7.12 Termination. This Agreement and Proxy shall terminate and be of no further force or effect simultaneously with the earlier of (1) such time as the Merger Agreement is terminated pursuant to Section 7.1 thereof, (2) the Effective Time or (3) the termination of this Agreement by mutual consent of the parties hereto.

7.13 Representation Regarding Counsel. Stockholder acknowledges that Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP ("**Gunderson**") has represented the Company in connection with the Merger and the transactions contemplated thereby. Stockholder acknowledges and agrees that (i) Gunderson is not representing the interests of Stockholder in connection with the Merger and the transactions contemplated thereby, and Stockholder in not relying on Gunderson in determining whether to enter into this Agreement and the other agreements contemplated by the Merger Agreement and (ii) Stockholder has been advised to seek independent counsel, to the extent Stockholder deems appropriate, to protect Stockholder's interests in connection herewith and therewith.

7.14 Appointment of Stockholders' Agent. Stockholder hereby appoints Bruce Dunlevie as Stockholders' Agent as such term is defined in Section 8.7 of the Merger Agreement and hereby agrees to be bound by Section 8.7 of the Merger Agreement, including without limitation, the indemnification of Stockholders' Agent contained therein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be executed as of the date first above written.

CISCO SYSTEMS, INC.

By:_____
Ned Hooper
Senior Vice President,
Corporate Development

STOCKHOLDER:

_____
(Print Name of Stockholder)

_____
(Signature)

_____
(Print name and title if signing on behalf of an entity)

_____
(Print Address)

_____
(Print Address)

_____
(Print Telephone Number)

_____
(Social Security or Tax I.D. Number)

Shares and other securities owned of record on the date hereof:

_____ shares of Company Common Stock

_____ shares of Company Series A Stock

_____ shares of Company Series A-1 Stock

_____ shares of Company Series B Stock

_____ shares of Company Series C Stock

_____ shares of Company Series D Stock

_____ shares of Company Series E Stock

_____ shares of Company Series F Stock

_____ shares of Common Stock subject to Company Options

_____ shares of Company Series A-1 Stock
subject to Company Options

EXHIBIT A

IRREVOCABLE PROXY

TO VOTE STOCK OF

PURE DIGITAL TECHNOLOGIES, INC.

The undersigned Stockholder of Pure Digital Technologies, Inc., a Delaware corporation (the "**Company**"), hereby irrevocably (to the fullest extent permitted by the Delaware General Corporation Law) appoints the members of the Board of Directors of Cisco Systems, Inc., a California corporation ("**Acquiror**"), and each of them, or any other designee of Acquiror, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the fullest extent that the undersigned is entitled to do so) with respect to all of the shares of capital stock of the Company that now are or hereafter may be owned of record by the undersigned, and any and all other shares or securities of the Company issued or issuable in respect thereof on or after the date hereof (collectively, the "**Shares**") in accordance with the terms of this Irrevocable Proxy. The Shares owned of record by the undersigned Stockholder of the Company as of the date of this Irrevocable Proxy are listed on the final page of this Irrevocable Proxy. Upon the undersigned's execution of this Irrevocable Proxy, any and all prior proxies (other than this Irrevocable Proxy) given by the undersigned with respect to the subject matter contemplated by Section 2 of the Voting Agreement (as defined below) or with respect to the proposed Merger (as defined below); are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to such subject matter until after the Expiration Time (as defined below).

This Irrevocable Proxy is irrevocable (to the fullest extent provided in the Delaware General Corporation Law), is coupled with an interest, including, but not limited to, that certain Voting Agreement dated as of even date herewith by and between Acquiror and the undersigned (the "**Voting Agreement**"), and is granted in consideration of Acquiror entering into that certain Agreement and Plan of Reorganization, dated as of March 18, 2009, by and among Acquiror, Python Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Acquiror ("**Sub**"), and the Company (the "**Merger Agreement**"), pursuant to which Sub will merge with and into the Company in a statutory reverse-triangular merger (the "**Merger**"), with the Company to survive the Merger and become a wholly-owned subsidiary of Acquiror. As used herein, the term "**Expiration Time**" shall mean the earlier of (1) such time as the Merger Agreement is terminated pursuant to Section 7.1 thereof, (2) the Effective Time (3) the termination of the Voting Agreement by mutual consent of the parties thereto.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Time, to act as the undersigned's attorney and proxy to vote the Shares, and to exercise all voting and other rights of the undersigned with respect to the Shares (including, without limitation, the power to execute and deliver written consents pursuant to the Delaware General Corporation Law), at every annual, special or adjourned meeting of the stockholders of the Company and in every written consent in lieu of such meeting as follows: (a) in favor of approval of the Merger and approval

and adoption of the Merger Agreement, (b) against any action or agreement that would reasonably be expected to result in a breach of any representation, warranty, covenant or obligation of the Company in the Merger Agreement or that would reasonably be expected to preclude fulfillment of a condition precedent under the Merger Agreement to the Company's or Acquiror's obligation to consummate the Merger, (c) against any Acquisition Proposal (as defined in Section 5.3(a) of the Merger Agreement), and (d) against any other matter that might reasonably be expected to impede, delay or materially and adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or this Agreement. However, this Irrevocable Proxy shall not apply to any proposal submitted to the Company's stockholders to approve any payment which would, in the absence of such approval, constitute parachute payments under Section 280G of the Internal Revenue Code of 1986, as amended, and the undersigned Stockholder shall continue to have full power and authority to vote the Shares in the undersigned's sole discretion for or against any such proposal.

The attorneys and proxies named above may not exercise this Irrevocable Proxy on any other matter except as provided above. The undersigned Stockholder may vote the Shares on all other matters.

All authority herein conferred shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

This Irrevocable Proxy is coupled with an interest as aforesaid and is irrevocable. This Irrevocable Proxy may not be amended or otherwise modified without the prior written consent of Acquiror. This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Time.

Dated: March ___, 2009

_____
(Print Name of Stockholder)

_____
(Signature of Stockholder)

_____
(Print name and title if signing on behalf of an entity)

Shares beneficially owned on the date hereof:

_____ shares of Company Common Stock

_____ shares of Company Series A-1 Stock

_____ shares of Company Series A Stock

_____ shares of Company Series B Stock

_____ shares of Company Series C Stock

_____ shares of Company Series D Stock

_____ shares of Company Series E Stock

_____ shares of Company Series F Stock

_____ shares of Company Series A-1 Stock subject to Company Options

EXHIBIT B

CERTIFICATE OF MERGER
FOR THE MERGER OF PYTHON ACQUISITION CORP.
WITH AND INTO
PURE DIGITAL TECHNOLOGIES, INC.

Pursuant to Section 251(c) of the
General Corporation Law of the State of Delaware

Pure Digital Technologies, Inc., a Delaware corporation (the "***Company***"), does hereby certify to the following facts relating to the merger (the "***Merger***") of Python Acquisition Corp., a Delaware corporation ("***Python Sub***"), with and into the Company, with the Company continuing as the surviving corporation of the Merger (the "***Surviving Corporation***"):

FIRST: The Company and Python Sub are the constituent corporations in the Merger, and each is a corporation incorporated pursuant to the laws of the State of Delaware.

SECOND: An Agreement and Plan of Merger and Reorganization (the "***Merger Agreement***"), has been approved, adopted, certified, executed and acknowledged by the Company and by Sub in accordance with the provisions of Section 228 and subsection (c) of Section 251 of the Delaware General Corporation Law.

THIRD: The surviving corporation of the Merger shall be Pure Digital Technologies, Inc.

FOURTH: Upon the effectiveness of the Merger, the Certificate of Incorporation of the Company, the Surviving Corporation, shall be amended and restated to read in its entirety as set forth in **Attachment A** attached hereto.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Company, the Surviving Corporation, at 30 Maiden Lane, San Francisco, CA 94108.

SIXTH: A copy of the executed Merger Agreement will be furnished by the Company, the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation of the Merger.

IN WITNESS WHEREOF, Pure Digital Technologies, Inc. has caused this Certificate of Merger to be executed by its duly authorized officer as of March __, 2009.

PURE DIGITAL TECHNOLOGIES, INC.

By:_____
Jonathan Kaplan
President and Chief Executive Officer

ATTACHMENT A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF PURE DIGITAL TECHNOLOGIES, INC.

ARTICLE I

The name of the corporation is Pure Digital Technologies, Inc.

ARTICLE II

The address of the registered office of the corporation in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle. The name of its registered agent at that address is Corporation Service Company.

ARTICLE III

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of stock which the corporation has authority to issue is One Thousand (1,000) shares, all of which shall be Common Stock, $0.001 par value per share.

ARTICLE V

The Board of Directors of the corporation shall have the power to adopt, amend or repeal Bylaws of the corporation.

ARTICLE VI

Election of directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

To the fullest extent permitted by law, no director of the corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

The corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he or she or his or her testator or intestate is or was a director, officer or employee of the corporation or any predecessor of the corporation or serves or served any other enterprise as a director, officer or employee at the request of the corporation or any predecessor to the corporation.

Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

EXHIBIT C

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "***Agreement***") is made as of _____, 2009, by and among U.S. Bank National Association ("***Escrow Agent***"), Cisco Systems, Inc., a Delaware corporation ("***Acquiror***") and Bruce Dunlevie, as agent (the "***Stockholders' Agent***") for and on behalf of the Effective Time Holders who will receive Acquiror Stock at the Closing (individually a "***Holder***" and collectively the "***Holders***"). Terms not otherwise defined herein shall have the respective meanings ascribed to them in the Merger Agreement (as defined below). If the terms of this Agreement conflict in any way with the provisions of the Merger Agreement, then the provisions of the Merger Agreement shall control. This Agreement shall become effective as of the Effective Time.

RECITALS

A. Acquiror, Python Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Acquiror ("***Sub***"), Pure Digital Technologies, Inc., a Delaware corporation (the "***Company***") and the Stockholders' Agent have entered into that certain Agreement and Plan of Merger and Reorganization dated as of March 18, 2009 (the "***Merger Agreement***"), a copy of which is attached hereto as Annex A, pursuant to which Sub will merge with and into the Company, with the Company continuing as the surviving corporation and a wholly-owned subsidiary of Acquiror (the "***Merger***").

B. Pursuant to Section 1.10(c)(iii) and Section 8.1 of the Merger Agreement, the Escrow Shares are to be delivered to and deposited with the Escrow Agent, such deposit of Escrow Shares, together with any distributions made and interest earned thereon, to constitute the "***Escrow Fund***" and to be governed by the provisions set forth herein and in the Merger Agreement.

C. The Stockholders' Agent has been appointed as agent for, and to act on behalf of, the Holders to undertake certain obligations specified in the Merger Agreement, subject to the limitations set forth in the Merger Agreement.

D. The parties hereto desire to set forth additional terms and conditions relating to the operation of the Escrow Fund.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Escrow Fund.

(a) Pursuant to Section 1.10(c)(iii) and Section 8.1 of the Merger Agreement, Acquiror shall cause the stock certificate(s) representing the Escrow Shares to be deposited with the Escrow Agent in accordance with the time periods set forth in the Merger Agreement. The Escrow Agent may assume without inquiry that all share amounts deposited by Acquiror as Escrow Shares pursuant to this Section 1(a) have been correctly computed in accordance with the

requirements of the Merger Agreement, that no additional Escrow Shares are required to be so delivered and that the Escrow Agent is not required under the Merger Agreement to hold in the Escrow Fund any additional share amounts other than in accordance with Section 8(d). Concurrently with such deposit, Acquiror shall deliver to the Escrow Agent a spreadsheet, which shall have been previously approved by the Stockholders' Agent, which approval shall not be unreasonably withheld or delayed (the most recent such spreadsheet at any particular time being the "***Escrow Spreadsheet***") (the Escrow Spreadsheet may be a component sheet of the Spreadsheet contemplated by Section 5.10 of the Merger Agreement), setting forth (i) the name, address and, where available, the taxpayer identification number of each Holder, (ii) the aggregate number of shares of Acquiror Common Stock which constitute Escrow Shares, (iii) each Holder's Pro Rata Share of the Escrow Fund (the "***Holder's Pro Rata Share***"), and (iv) the Acquiror Stock Price. The Escrow Shares shall be registered in the name of Embassy & Co., as nominee of the Escrow Agent. The Escrow Agent agrees to accept delivery of the Escrow Shares and to hold such Escrow Shares in escrow subject to the terms and conditions of this Agreement and the Merger Agreement.

(b) The Escrow Shares shall be held and distributed by the Escrow Agent in accordance with the provisions of the Merger Agreement and this Agreement.

(c) No portion of the Escrow Shares or any beneficial interest therein may be pledged, encumbered, sold, assigned or transferred (including any transfer by operation of law), by a Holder or be taken or reached by any legal or equitable process in satisfaction of any debt or other liability of such Holder, prior to the distribution to such Holder of such Escrow Shares by the Escrow Agent in accordance with this Agreement.

2. Escrow Period. The period during which claims for Indemnifiable Damages may be made (the "***Claims Period***") against the Escrow Fund shall commence at the Closing and terminate at 11:59 p.m. Pacific Time on the date that is 18 months following the Closing Date (the "***Escrow Period***"). Notwithstanding the foregoing, all or a portion of the Escrow Fund may be retained beyond the Escrow Period as provided in Section 6(a) of this Agreement and Section 8.4 of the Merger Agreement. With its initial deposit of Escrow Shares pursuant to Section 1(a), Acquiror shall deliver to the Escrow Agent a certificate specifying the Closing Date, the Effective Time (as defined in Section 1.5 of the Merger Agreement) and the Total Merger Consideration.

3. Rights and Obligations of the Parties.

(a) The Escrow Agent shall be entitled to such rights and shall perform such duties as escrow agent as set forth herein and as set forth in the Merger Agreement (collectively, the "***Duties***"), in accordance with the provisions of this Agreement and the Merger Agreement. Such Duties shall include the following: (i) safeguarding and treating the Escrow Fund as trust fund in accordance with the provisions of this Agreement and not as the property of Acquiror, and holding the Escrow Fund in a separate account, apart from any other funds or accounts of the Escrow Agent or any other Person and (ii) holding and disposing of the Escrow Fund only in accordance with the provisions of this Agreement. The Duties of the Escrow Agent with respect to the Escrow Fund may be altered, amended, modified or revoked only by a writing signed by Acquiror, the Escrow Agent and the Stockholders' Agent.

(b) The Escrow Shares shall be voted by the Escrow Agent in accordance with the instructions received by the Escrow Agent from the Stockholders' Agent. In the absence of such written instructions, the Escrow Agent shall be under no obligation to, and shall not, vote such shares. The Escrow Agent need not forward proxy information, annual or other reports or other information received from Acquiror with respect to the Escrow Shares.

(c) Acquiror and the Stockholders' Agent shall be entitled to their respective rights and shall perform their respective duties and obligations as set forth herein and in the Merger Agreement, in accordance with the provisions of this Agreement and the Merger Agreement.

4. Claims against the Escrow Fund.

(a) In accordance with Section 8.5 of the Merger Agreement, on or before the last day of the Claims Period, Acquiror may deliver to the Escrow Agent a certificate signed by any officer of Acquiror (an "***Officer's Certificate***"):

(i) stating that an Indemnified Person has incurred, paid, reserved or accrued, or reasonably believes in good faith that it may in the future incur, pay, reserve or accrue, Indemnifiable Damages (or that with respect to any Tax matters, that any Tax Authority may raise such matter in audit of Acquiror or its subsidiaries, which could give rise to Indemnifiable Damages);

(ii) stating the amount of such Indemnifiable Damages (which, in the case of Indemnifiable Damages not yet incurred, paid, reserved or accrued, may be the maximum amount believed in good faith by Acquiror to be incurred, paid, reserved, accrued in the future); and

(iii) specifying in reasonable detail (based upon the information then possessed by Acquiror) the individual items of such Indemnifiable Damages included in the amount so stated and the nature of the claim to which such Indemnifiable Damages are related.

No delay in providing such Officer's Certificate within the Claims Period shall affect an Indemnified Person's rights hereunder or under the Merger Agreement, unless (and then only to the extent that) the Stockholders' Agent or the Holders are materially prejudiced thereby.

(b) At the time of delivery of any Officer's Certificate to the Escrow Agent pursuant to Section 4(a), a duplicate copy of such Officer's Certificate shall be delivered to the Stockholders' Agent by or on behalf of Acquiror (on behalf of itself or any other Acquiror Indemnified Person) and for a period of 20 days after such delivery to the Escrow Agent of such Officer's Certificate, the Escrow Agent shall make no payment pursuant to this Section 4 unless the Escrow Agent shall have received written authorization from the Stockholders' Agent to make such delivery. After the expiration of such 20-day period, the Escrow Agent shall make delivery of shares of Acquiror Common Stock from the Escrow Fund to Acquiror in accordance with this Section 4; provided, however, that no such delivery may be made if and to the extent the Stockholders' Agent has objected in a written statement to any claim or claims made in the Officer's Certificate, and such written statement shall have been delivered to the Escrow Agent and to Acquiror prior to the expiration of such 20-day period.

(c) If the Stockholders' Agent objects in writing to any claim or claims by Acquiror made in any Officer's Certificate within such 20-day period, Acquiror and the Stockholders' Agent shall attempt in good faith for 45 days after Acquiror's receipt of such written objection to resolve such objection. If Acquiror and the Stockholders' Agent shall so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties and delivered to the Escrow Agent. The Escrow Agent shall be entitled to conclusively rely on any such memorandum and the Escrow Agent shall distribute assets from the Escrow Fund in accordance with the terms of such memorandum.

(d) If no such agreement can be reached during the 45-day period for good faith negotiation, but in any event upon the expiration of such 45-day period, either Acquiror or the Stockholders' Agent may bring suit in the courts of the State of New York and the Federal courts of the United States of America, in each case, located within the City of New York in the State of New York to determine whether the Indemnified Person is entitled to indemnification pursuant to Article VIII of the Merger Agreement with respect to the matters described in the Officer's Certificate and the amount which constitutes Indemnifiable Damages under Article VIII of the Merger Agreement for which recovery from the Escrow Fund may be made. The decision of the trial court with respect to such matters shall be nonappealable, binding and conclusive upon the parties to this Agreement and the Escrow Agent shall be entitled to act in accordance with such decision and the Escrow Agent shall distribute assets from the Escrow Fund in accordance therewith. Judgment upon any award rendered by the trial court may be entered in any court having jurisdiction.

(e) If, upon the resolution as provided herein of any claim for Indemnifiable Damages stated in an Officer's Certificate Acquiror (on behalf of itself or any other Indemnified Person) shall be entitled to receive any assets from the Escrow Fund, the Escrow Agent shall deliver to Acquiror out of the Escrow Fund as soon as practicable Escrow Shares from the Escrow Fund having aggregate value equal to the amount of such Indemnifiable Damages, plus, the distributions made on such Escrow Shares and retained in the Escrow Fund pursuant to Section 8(a).

(f) For the purpose of compensating Acquiror (on behalf of itself or any other Indemnified Person) for any Indemnifiable Damages or determining the number of shares to be retained as part of the Reserve Amount (as defined below), each whole share of Acquiror Common Stock in the Escrow Fund shall be deemed to have a value equal to the Acquiror Stock Price (as adjusted to appropriately reflect any stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like change with respect to Acquiror Common Stock occurring after the Effective Time). Acquiror shall, simultaneously with the deposit of the certificates representing the Escrow Shares, deliver to Escrow Agent a certificate setting forth the dollar amount of the Acquiror Stock Price.

5. Stockholders' Agent Fees and Expenses.

(a) All losses, liabilities and expenses that are incurred by the Stockholders' Agent in the performance of his or her duties pursuant to this Agreement and the Merger Agreement (such amounts, the "***Stockholders' Agent Expenses***"), shall be paid as they are incurred directly from the Escrow Fund even if they are incurred prior to the distribution of the

Escrow Fund pursuant to Section 6, subject to a maximum aggregate reimbursement under this paragraph (a) of $250,000 in value. Each such payment shall be made pursuant to a written notice requesting such payment delivered to both the Escrow Agent and Acquiror no later than the expiration of the Escrow Period specifying the amount of Stockholders' Agent Expenses incurred (and providing reasonable supporting documentation therefor). Following receipt of such written request, the Escrow Agent shall promptly deliver to the Stockholders' Agent Escrow Shares from the Escrow Fund having aggregate value equal to the amount of such reimbursement. For purposes of this paragraph (a) only, each whole share of Acquiror Common Stock in the Escrow Fund shall be deemed to have a value equal to the closing price of Acquiror Common Stock on the date the aforementioned written notice is delivered to the Escrow Agent and Acquiror. Neither Escrow Shares distributed from the Escrow Fund pursuant to this paragraph (a) nor any cash proceeds from the sale thereof shall be returned to the Escrow Fund.

(b) In the event the Stockholders' Agent is entitled to recover any additional Stockholders' Agent Expenses from the Escrow Fund pursuant to Section 8.7(b) of the Merger Agreement, the Stockholders' Agent shall deliver a notice to Acquiror and the Escrow Agent no later than the expiration of the Escrow Period (or, if applicable, the release of all or a portion of the Reserve Amount to the Holders) setting forth the amount of such Stockholders' Agent Expenses, and the Escrow Agent shall, commensurate with the distribution of the remaining Escrow Fund or Reserve Amount to the Holders pursuant to Section 6(b) or Section 6(c) above, pay to the Stockholders' Agent an amount equal to such Stockholders' Agent Expenses out of the Escrow Fund or Reserve Amount otherwise available for distribution to the Holders (or, if the Escrow Fund or Reserve Amount is less than the amount of the Stockholders' Agent Expenses, all of the then-remaining Escrow Fund or Reserve Amount).

6. Distribution of Escrow Fund upon Expiration of Escrow Period.

(a) Retention of Funds to Satisfy Pending Claims. Such portion of the Escrow Fund at the conclusion of the Escrow Period as in the reasonable judgment of Acquiror may be necessary to satisfy any unresolved or unsatisfied claims for Indemnifiable Damages specified in any Officer's Certificate delivered to the Stockholders' Agent and Escrow Agent prior to expiration of the Escrow Period (the "***Reserve Amount***") shall remain in the Escrow Fund until such claims for Indemnifiable Damages have been resolved or satisfied pursuant to Article VIII of the Merger Agreement and Section 4 of this Agreement, and prior to such resolution or satisfaction of any such claim, none of the Reserve Amount shall be delivered or distributed to any Person. For purposes of determining at any particular time the number of Escrow Shares in the Escrow Fund that is necessary or sufficient to satisfy and/or provide for all such unresolved or unsatisfied claims, Acquiror shall be assumed to be entitled to the full amount of Indemnifiable Damages stated in such Officer's Certificate(s). The Reserve Amount retained in the Escrow Fund after the expiration of the Escrow Period with respect to a particular pending claim shall be available to Acquiror only with respect to such pending claim and shall not be available to Acquiror for any other pending claim.

(b) Distributions from Escrow Fund to Holders. Promptly after the expiration of the Escrow Period and in any event no later than ten Business Days after such expiration, the portion of the then remaining Escrow Fund in excess of the Reserve Amount, if any, shall be distributed to the Holders at their respective addresses as reflected in the Escrow Spreadsheet on

a pro rata basis in accordance with each such Holder's Pro Rata Share. The Escrow Agent need not monitor or inquire into each Holder's tax treatment of funds distributed to them.

(c) Distributions of Reserve Amount. Promptly following the resolution or satisfaction of any claim for Indemnifiable Damages relating to any portion of the Reserve Amount (and in any event no later than ten Business Days after such resolution and satisfaction), such portion of the Reserve Amount shall be paid to Acquiror and/or to the Holders at their respective addresses as reflected in the Escrow Spreadsheet on a pro rata basis in accordance with each such Holder's Pro Rata Share, in accordance with the terms of a memorandum setting forth an agreement between Acquiror and the Stockholders' Agent or trial court decision, as applicable.

(d) Transfer Agent. Acquiror shall, and shall cause its stock transfer agent to, execute and deliver such stock certificates and other instruments as may be required in connection with, and otherwise assist and cooperate with the Escrow Agent in making, any distributions of Escrow Shares pursuant to this Agreement.

(e) If the value of any Escrow Shares to be distributed to Acquiror or the Stockholders' Agent is not evenly divisible by the Acquiror Stock Price (as adjusted to appropriately reflect any stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like change with respect to Acquiror Common Stock occurring after the Effective Time), or the number of Escrow Shares to be distributed to any Holder is not evenly divisible by one, the Escrow Agent shall round down the number of shares to be distributed to the nearest whole share. In lieu of the fractional interest not distributed, Acquiror shall furnish to the Escrow Agent, and the Escrow Agent in turn will distribute to Acquiror, the Stockholders' Agent or such Holder, cash in an amount (rounded to the nearest whole cent) equal to the product of (i) such fractional interest and (ii) the Acquiror Stock Price (as adjusted to appropriately reflect any stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like change with respect to Acquiror Common Stock occurring after the Effective Time), provided that, Escrow Agent shall only be required to distribute cash under this Section 6(e) to the extent Escrow Agent actually receives such cash from Acquiror for such purpose.. Acquiror shall be deemed to have purchased such fractional interests with respect to which it has furnished funds to the Escrow Agent. Accordingly, the Escrow Agent, upon receipt of such funds, shall deliver the corresponding interests to Acquiror. In all events, Acquiror shall so purchase only a whole number of shares. Any cash so received from Acquiror and not so immediately distributable by the Escrow Agent shall be retained by the Escrow Agent as part of the Escrow Fund, but need not be invested.

7. [Reserved.]

8. Stockholder Rights.

(a) While any Escrow Shares are held in the Escrow Fund, and pending the distribution thereof to Acquiror or the Holders, as the case may be, in connection with any distributions from the Escrow Fund in accordance with this Agreement and the Merger Agreement, each Holder will have all rights with respect to the Escrow Shares attributable to

such Holder (including, without limitation, the right to vote such shares as set forth in Section 8(b) below), except (i) the right of possession thereof and (ii) the right to pledge, encumber, sell, assign or transfer such Escrow Shares or any interest therein. Any cash dividend or other distribution (other than a distribution that is not taxable pursuant to Section 305 of the Internal Revenue Code of 1986, as amended ("***Non-taxable Distributions***") made with respect to the Escrow Shares shall be distributed to the Holders in accordance with their respective Holder's Pro Rata Shares and any other Non-taxable Distribution shall be deposited and included in the Escrow Fund and shall be considered Escrow Shares for purposes hereof.

(b) Each Holder shall have the right to exercise any voting right with respect to the Escrow Shares attributable to such Holder. The Stockholders' Agent shall direct the Escrow Agent in writing as to the exercise of any voting rights by the Holder, and the Escrow Agent shall comply with any such directions of the Stockholders' Agent. In the absence of such directions, the Escrow Agent shall not vote any of the Escrow Shares.

(c) Each Holder shall be responsible for and shall pay and discharge all taxes, assessments and governmental charges imposed on or with respect to the Escrow Shares attributable to such Holder.

(d) If, after the date of this Agreement, the shares of Acquiror Common Stock comprising the Escrow Shares shall have been changed into a different number of shares or a different class by reason of any stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, the relevant provisions of this Agreement shall be correspondingly adjusted to the extent appropriate to reflect equitably such stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares. Upon the occurrence of any such event, Acquiror and the Stockholders' Agent shall deliver to the Escrow Agent a new version of the Escrow Spreadsheet reflecting such action.

9. Exculpatory Provisions.

(a) The Escrow Agent shall be obligated only for the performance of such Duties as are specifically set forth herein and in the Merger Agreement and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be liable for forgeries or false impersonations. The Escrow Agent shall not be liable for any act done or omitted hereunder as escrow agent except for gross negligence, willful misconduct or breach of this Agreement. The Escrow Agent shall in no case or event be liable for any representations or warranties of the Company or Acquiror or for punitive, incidental or consequential damages. Any act done or omitted pursuant to the advice or opinion of counsel shall be conclusive evidence of the good faith of the Escrow Agent.

(b) In the event of a dispute between the parties hereto, the Escrow Agent is hereby expressly authorized to disregard any and all notifications given by any of the parties hereto or by any other person, excepting only memoranda of agreement as provided in Section 8.6(a) of the Merger Agreement and orders or process of courts of law as provided in Section 8.6(b) of the Merger Agreement to which Escrow Agent shall be entitled to conclusively rely and shall distribute the Escrow Fund in accordance with the terms thereof, and is hereby expressly

authorized to comply with and obey orders, judgments or decrees of any court. In case the Escrow Agent obeys or complies with any such order, judgment or decree of any court, the Escrow Agent shall not be liable to any of the parties hereto or to any other person by reason of such compliance, notwithstanding any such order, judgment, or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

(c) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than retaining possession of the Escrow Fund, unless the Escrow Agent receives written instructions, signed by Acquiror and the Stockholders' Agent, which eliminates such ambiguity or uncertainty.

(d) The Escrow Agent shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Merger Agreement, this Agreement or any documents or papers deposited or called for thereunder or hereunder.

(e) The Escrow Agent shall not be liable for the outlawing of any rights under any statute of limitations with respect to the Merger Agreement, this Agreement or any documents deposited with the Escrow Agent.

10. Resignation and Removal of the Escrow Agent. The Escrow Agent may resign as escrow agent of the Escrow Fund at any time, with or without cause, by giving at least 30 days' prior written notice to each of Acquiror and the Stockholders' Agent, such resignation to be effective 30 days following the date such notice is given. In addition, Acquiror and the Stockholders' Agent may jointly remove the Escrow Agent as escrow agent at any time, with or without cause, by an instrument executed by Acquiror and the Stockholders' Agent (which may be executed in counterparts) given to the Escrow Agent, which instrument shall designate the effective date of such removal. In the event of any such resignation or removal, a successor escrow agent, which shall be a bank or trust company organized under the laws of the United States of America or of the State of New York having (or if such bank or trust company is a member of a bank company, its bank holding company shall have) a combined capital and surplus of not less than $50,000,000, shall be appointed by Acquiror on the terms of this Agreement with the written approval of the Stockholders' Agent, which approval shall not be unreasonably withheld or delayed. In the event that a successor escrow agent has not been appointed within 30 days after notice of the Escrow Agent's resignation or removal, the Escrow Agent shall be entitled to petition a court of competent jurisdiction to have a successor escrow agent appointed. Any such successor escrow agent shall deliver to Acquiror and the Stockholders' Agent a written instrument accepting such appointment, and thereupon it shall succeed to all the rights and duties of the Escrow Agent hereunder and shall be entitled to receive possession of the Escrow Fund. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall deliver the Escrow Fund then held hereunder to the successor escrow agent. Any commercial banking institution or trust company with which Escrow Agent may merge or consolidate, and any commercial banking institution or trust company to which Escrow Agent transfers all or substantially all of its corporate trust business, shall be the successor Escrow Agent without further act.

11. Further Instruments. If the Escrow Agent reasonably requires other or further instruments in connection with its performance of the Duties, the necessary parties hereto shall join in furnishing such instruments.

12. Disputes. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the cash, stock and/or other property held by the Escrow Agent hereunder, the Escrow Agent is authorized and directed to act in accordance with, and in reliance upon, the provisions of this Agreement and the Merger Agreement.

13. Escrow Fees and Expenses. Acquiror shall pay the Escrow Agent such fees and reimburse the Escrow Agent for such expenses as are established and contemplated by the Fee Schedule attached hereto as Annex B.

14. Indemnification. In consideration of the Escrow Agent's acceptance of this appointment, Acquiror and the Stockholders' Agent (on behalf of the Holders and not individually), hereby jointly and severally, agree to indemnify and hold the Escrow Agent harmless as to any liability incurred by it to any person, firm or corporation by reason of its having accepted such appointment or in carrying out the provisions of this Agreement and the Merger Agreement, and to reimburse the Escrow Agent for all its costs and expenses (including, without limitation, counsel fees and expenses) reasonably incurred by reason of any matter as to which such indemnity is paid pursuant to this Section 14; provided, however, that no indemnity need be paid in case of the Escrow Agent's gross negligence, willful misconduct or breach of this Agreement.

15. General.

(a) Any notice given hereunder shall be in writing and shall be deemed effective upon the earlier of personal delivery, the third day after mailing by certified or registered mail, postage prepaid, or upon delivery via facsimile (with confirmation of receipt) as follows:

(i) if to Acquiror, to:

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134
Attention: General Counsel
Facsimile No.: (408) 525-4757
Telephone No.: (408) 526-4000

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

Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, CA 94041
Attention: Douglas N. Cogen and Andrew Y. Luh

Facsimile No.: (650) 938-5200
Telephone No.: (650) 988-8500

(ii) if to the Stockholders' Agent, to:

Bruce Dunlevie
Benchmark Capital
2480 Sand Hill Road, Suite 200
Menlo Park, CA 94025
Attention: Bruce Dunlevie
Facsimile No.: (650) 854-8183
Telephone No.: (650) 854-8180

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

Benchmark Capital
2480 Sand Hill Road, Suite 200
Menlo Park, CA 94025
Attention: Steve Spurlock
Facsimile No.: (650) 854-8183
Telephone No.: (650) 854-8180

(iii) If to the Escrow Agent, to:

U.S. Bank National Association
Corporate Trust Services
633 West 5th Street, 24th Floor
LM-CA T24T
Los Angeles, CA 90071
Attention: Corporate Trust Services
(Cisco Systems, Inc. / 2009 Pure Digital Technologies Escrow)
Telephone No.: (213) 615-6043
Facsimile No.: (213) 615-6197

or to such other address as any party may have furnished in writing to the other parties in the manner provided above. Any notice addressed to the Escrow Agent shall be effective only upon receipt. If any Officer's Certificate, any objection thereto or any other document of any kind is required to be delivered to the Escrow Agent and any other person, the Escrow Agent may assume without inquiry that such Officer's Certificate, objection or other document was received by such other person on the date on which it was received by the Escrow Agent.

(b) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(c) This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one instrument.

(d) No party may, without the prior express written consent of each other party, assign this Agreement in whole or in part. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Agreement may only be amended in a writing signed by Acquiror, the Escrow Agent and the Stockholders' Agent (subject to the limitations set forth in the Merger Agreement).

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflicts of laws principles. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the Federal courts of the United States of America, in each case, located within the City of New York in the State of New York in respect of the interpretation and enforcement of the provisions of this Agreement and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a New York State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 15(a) or in such other manner as may be permitted by applicable Legal Requirements, shall be valid and sufficient service thereof. With respect to any particular action, suit or proceeding, venue shall lie solely in the City of New York, New York.

16. Tax Reporting Matters. Acquiror and the Stockholders' Agent (on behalf of each of the Holders) each agree to provide the Escrow Agent with certified tax identification numbers for each of them by furnishing appropriate Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "***Tax Reporting Documentation***") to the Escrow Agent within 30 days after the date on which the first deposit of the Escrow Shares is made with the Escrow Agent. The parties hereto understand that, if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986 (the "***Code***"), as it may be amended from time to time, to withhold a portion of any payments or distributions made to the Holders pursuant to this Agreement.

17. USA Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Acquiror and Stockholders' Agent each agree to provide all such information

and documentation as to themselves as requested by Escrow Agent to ensure compliance with United States federal law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has executed this Escrow Agreement as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By:_____
Name: Paula Oswald
Title: Vice President, Corporate Trust Services

CISCO SYSTEMS, INC.
as Acquiror

By:_____
Name: Ned Hooper
Title: Senior Vice President, Corporate Development

STOCKHOLDERS' AGENT

By:_____
Name: Bruce Dunlevie

Annex A

MERGER AGREEMENT

Annex B

FEE SCHEDULE
[Subject to review by Escrow Agent]

Initial Fees

01010	**Acceptance Fee** (excluding charge for legal counsel and/or legal opinion) The acceptance fee includes the administrative review of all documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time fee, payable at closing. U.S. Bank Corporate Trust Services reserve the right to refer any and all escrow documents for legal review before execution. Legal fees (billed on an hourly basis) and expenses for this service will be billed to, and paid by, the customer. If appropriate and upon request by the customer, U.S. Bank Corporate Trust Service will provide advance estimates of these legal fees.	$1,000.00
16156	**Counsel Fee** Payable at closing, this Includes fees and expenses of legal counsel as well as the rendering of standard legal opinion, if required. Daniel P. Brown, Esq. of Shipman & Goodwin LLP will serve as Trustee's counsel.	BILLED AT COST
04460	**Escrow Agent** Annual Administration fee for performance of the routine duties of the escrow agent associated with the management of the account. Administration Fees are payable in advance.	$3,000.00
SUCE000	**Incidental Expenses** Charge for miscellaneous expenses such as fax; messenger service, overnight mail, telephone, stationary and postage. This charge is a percent of total Administration Fees charged in advance.	6%

Direct Out of Pocket Expenses

	Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	AT COST

Extraordinary Services

Extraordinary services are duties or responsibilities of an unusual nature, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the service and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect. Examples include:

• taxpayer ID number solicitation	$100.00 & UP
• claim distributions	$500.00
• execution of amendments/supplement agreements	$100.00 & UP

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain univested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

"IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT"

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation."

EXHIBIT D

FORM OF COMPANY LEGAL OPINION

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement and Plan of Merger and Reorganization dated March 18, 2009 by and among Cisco Systems, Inc., Python Acquisition Corp., Pure Digital Technologies, Inc. (the "***Company***"), and the Stockholders' Agent (the "***Merger Agreement***").

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the corporate power to own its properties and to conduct its business as now being conducted.

2. Immediately prior to the Effective Time, the authorized capital stock of the Company consists solely of (i) 85,000,000 shares of Company Common Stock, and (ii) 62,985,789 shares of Company Preferred Stock of which 8,345,287 shares are designated as Company Series A Stock, 15,773,518 shares are designated as Company Series B Stock, 11,841,472 shares are designated as Company Series C Stock, 4,229,573 shares are designated as Company Series D Stock, 8,098,377 shares are designated as Company Series E stock, 10,980,000 shares are designated as Company Series F Stock, and 3,717,562 shares are designated as Company Series A-1 Stock. Immediately prior to the Effective Time, and giving effect to Section 5.23 of the Merger Agreement, to our knowledge there are (i) _____ shares of Company Common Stock issued and outstanding and (ii) _____ shares of Company Common Stock subject to outstanding unexercised options to purchase Company Common Stock (including Non-Continuing Employee Options). Except as set forth in the preceding sentence and the Company Disclosure Letter, there are to our knowledge no options, warrants, conversion privileges, Contracts or other rights outstanding to purchase or otherwise acquire any authorized but unissued shares of Company Capital Stock or other securities of the Company. All issued and outstanding shares of Company Capital Stock have been duly authorized and validly issued, and to our knowledge, fully paid and non-assessable, and except for Permitted Liens, are free of any Encumbrances, preemptive rights, rights of first refusal or "put" or "call" rights created by statute or by the Certificate of Incorporation or Bylaws of the Company.

3. The Company has the requisite corporate power and authority to enter into the Merger Agreement and to consummate the transactions contemplated by the Merger Agreement. The execution and delivery of the Merger Agreement, the execution and filing of the Certificate of Merger with the Secretary of State of the State of Delaware and the consummation of the transactions contemplated by the Merger Agreement, have been duly authorized and approved by the Company's Board of Directors and the Company's stockholders under the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the California General Corporation Law.

4. Except as set forth in the Company Disclosure Letter, the execution and delivery of the Merger Agreement, the Certificate of Merger and the consummation by the Company of the transactions contemplated by the Merger Agreement and the performance by the Company of its obligations thereunder, did not and will not conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both) or give rise to a right of termination, cancellation, or acceleration of any obligation or loss of benefit under, or require consent, approval or waiver from any Person pursuant to: (a) any provision of the Certificate of Incorporation or Bylaws of the Company, in each case as amended to date, (b) any material provision of any U.S. federal or California state law, or any provision of the Delaware General Corporation Law, (c) any judgment, award, decree or order applicable

to the Company of which we are aware, or (d) any of the Material Contracts listed on Schedule A to this opinion (other than in the case of subsection (d), any such violation or breach that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Company).

5. Except as set forth in the Company Disclosure Letter, no consent, approval, order, or authorization of, or registration, declaration or filing with, any Governmental Entity is required under U.S. federal, California state law, or Delaware General Corporation Law, by or with respect to the Company in connection with the execution and delivery of the Merger Agreement or the consummation of the Merger that has not been made or obtained, except for (i) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and (ii) such other consents, approvals, orders, authorizations, registrations, declarations or filings which if not obtained would not be material to the Company and would not prevent, materially alter or delay the transactions contemplated by the Merger Agreement.

6. To our knowledge and except as set forth in the Company Disclosure Letter, there is no private or governmental action, suit, proceeding, claim, mediation, arbitration or investigation pending or threatened before any Governmental Entity against the Company that (i) questions the validity of the Merger Agreement or the right of the Company to enter into the Merger Agreement, or (ii) if determined adversely would result in a Company Material Adverse Effect.