REFINITIV

DELTA REPORT

10-K

CISCO SYSTEMS, INC.

10-K - JULY 27, 2024 COMPARED TO 10-K - JULY 29, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	3754
CHANGES	455
DELETIONS	1160
ADDITIONS	2139

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended July 29, 2023 July 27, 2024

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from ____ to ____

Commission file number 001-39940

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CISCO SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**77-0059951**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**
170 West Tasman Drive San Jose, California	**95134-1706**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (408) 526-4000
Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	CSCO	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☒ Yes ☐ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). ☐ Yes ☒ No

Aggregate market value of registrant's common stock held by non-affiliates of the registrant, based upon the closing price of a share of the registrant's common stock on January 27, 2023 January 26, 2024 as reported by the Nasdaq Global Select Market on that date: $198.6 billion $211.1 billion

Number of shares of the registrant's common stock outstanding as of September 1, 2023 August 30, 2024: 4,054,857,783 3,990,734,794

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement relating to the 2023 2024 Annual Meeting of Stockholders, to be held on December 6, 2023 December 9, 2024, are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

This Annual Report on Form 10-K, including the "Management's Discussion and Analysis of Financial Condition and Results of Operations," contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933, as amended (the "Securities Act"), and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical facts are statements that could be deemed forward-looking statements. These statements are based on current expectations, estimates, forecasts, and projections about the industries in which we operate and the beliefs and assumptions of our management. Words such as "expects," "anticipates," "targets," "goals," "projects," "intends," "plans," "believes," "momentum," "seeks," "estimates," "continues," "endeavors," "strives," "may," variations of such words, and similar expressions are intended to identify such forward-looking statements. In addition, any statements that refer to projections of our future financial performance, our anticipated growth and trends in our businesses, and other characterizations of future events or circumstances are forward-looking statements. Readers are cautioned that these forward-looking statements are only predictions and are subject to risks, uncertainties, and assumptions that are difficult to predict, including those identified below, under "Item 1A. Risk Factors," and elsewhere herein. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. We undertake no obligation to revise or update any forward-looking statements for any reason.

PART I

Item 1. Business

General

Cisco designs and sells a broad range of technologies that help to power, secure, and draw insights from the Internet. We are integrating artificial intelligence (AI) into our product portfolios across networking, security, collaboration applications and the cloud observability to create highly secure, intelligent platforms for simplify how our customers' digital businesses. These platforms are designed technology is delivered, managed and optimized and to help our customers manage more users, devices maximize the business value of their technology investments and things connecting to their networks. This will enable us to provide customers with a highly secure, intelligent platform for accelerate their digital business. transformation.

We conduct our business globally and manage our business by geography. Our business is organized into the following three geographic segments: Americas; Europe, Middle East, and Africa (EMEA); and Asia Pacific, Japan, and China (APJC).

Our products and technologies are grouped into the following categories: Secure, Agile Networks; Internet for the Future; Collaboration; End-to-End Security; Optimized Application Experiences; Networking, Security, Collaboration and Other Products. Observability. In addition to our product offerings, we provide a broad range of service services offerings, including technical support services and advanced services. Increasingly, we are delivering our technologies through software and services, also known as lifecycle services. Our customers include businesses of all sizes, public institutions, governments, and service providers, including large webscale providers. These customers often look to us as a strategic partner to help them use information technology (IT) to differentiate themselves and drive positive business outcomes.

We were incorporated in California in 1984 and reincorporated in Delaware in 2021. Our headquarters are in San Jose, California. The mailing address of our headquarters is 170 West Tasman Drive, San Jose, California 95134-1706, and our telephone number at that location is (408) 526-4000. Our website is www.cisco.com. Through a link on the Investor Relations section of our website, we make available the following filings as soon as reasonably practicable after they are electronically filed with or furnished to the Securities and Exchange Commission (SEC) at sec.gov: our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. All such filings are available free of charge. The information published on our website, or any other website referenced herein, is not incorporated into this report.

Strategy and Priorities

As our customers add billions Across the globe, businesses and organizations of new connections to their enterprises, and as more applications move to a multicloud environment, the network becomes even more critical. Our customers every size are navigating change at an unprecedented pace. In this dynamic environment, we believe their priorities are leveraging Cisco technology to transform infrastructure, secure the enterprise, power hybrid work, reimagine applications, and drive toward sustainability.

better outcomes and experiences. We also help customers navigate emerging technological shifts. Our strategy is to securely connect everything. We everything to make those desired outcomes and experiences possible for our customers.

In today's dynamic environment, our customers have three key priorities: build modern and resilient infrastructure; protect against the cyber threats of today and tomorrow; and harness the power of AI and data.

These customer priorities are committed central to driving how we innovate and develop our technology. First, we provide the underlying network connectivity for our customers, whether they are connecting traditional branch offices, data centers, smart grids, video devices, electric vehicles, or other devices. Second, we help protect those network connections and the underlying technology architecture against cyber threats. Third, through the visibility we have into data across the network, connected devices and applications, we provide context and insights to our customers about what is happening in their technology architecture, not only in their on-premise infrastructure and private data centers, but also their cloud infrastructure. Our ongoing innovation is delivered, managed and optimized through a trusted customer experience, through combination of hardware, software and subscriptions, in line with the flexible consumption models our innovation, solutions, choice, and people. customers request.

Cisco can help customers connect, protect and draw actionable insights from their technology. We do this in service of delivering the digital resilience our customers need for today's complex and unpredictable world.

Customer Priorities

Transform Modernize Infrastructure

In an increasingly digital and connected world, where each new connection to the Internet puts more demand on the network, our customers are looking to modernize and transform their infrastructure, in an automated way in order including through automation to manage and monitor each connection in real time. Our strategy to help our customers transform their infrastructure with the network at the core began with Software-Defined Access (SD-Access) technology, one of our leading enterprise architectures, and continued with the launch of our Catalyst 9000 series of switches.

We have continued continue to transform our enterprise access networking portfolio by bringing together several technologies to form the only an integrated architecture with built-in simplicity, automation architecture. Our vision is to build a unified management platform experience for on-premise and security cloud operating models, that simplifies and helps secure networking for customers at the foundation. This architecture is designed scale.

Our Observability offerings collect and process daily measurements from customers' owned and unowned networks, providing automated insights, proactive recommendations, and closed-loop operations tailored to customers to enable our customers them to securely connect their users reduce mean time to resolution of issues and devices to applications improve IT productivity and data over any network, no matter where they are. user experience.

We have introduced several innovations that extend our networking capabilities to wireless and enterprise routing products, including Software-Defined Wide Area Network (SD-WAN) and Internet of Things (IoT) edge platforms. Our SD-WAN solutions are designed to provide direct branch to cloud connectivity, enabling the workforce to access their software-as-a-service (SaaS) applications and workloads in an optimized and highly secure manner. We have continued to expand our SD-WAN offering, through our Cloud OnRamp integrations with several webscale providers to deliver predictable and highly secure application experiences.

To further our innovation in this area, we are applying the latest technologies, such as machine learning and advanced analytics, to operate and enhance network capabilities. These network product offerings are designed to help enable customers to detect cybersecurity threats, even in encrypted traffic. As such, we have created, in our view, the only network that is designed for security while also helping to maintain privacy.

Our customers are operating in multicloud environments with private, public and hybrid clouds. For the data center, our strategy is to deliver multicloud architectures that bring policy and operational consistency, regardless of where applications or data reside, by extending our Application Centric Infrastructure (ACI) and our hyperconverged offerings. We continue to invest in our data center portfolio to help meet the growing demand for cloud-delivered technologies. Our Nexus Cloud platform is designed to help our customers deploy, manage, and operate their data center networks from the cloud.

Our technology strategy for the Internet for the Future is aimed at addressing the broad adoption of multicloud and application environments. reside. We continue to make significant investments in the development of software, silicon and optics, — which we believe are the building blocks for the Internet internet for the Future. future.

We introduced Cisco Silicon One, a single unified silicon architecture, as well as the Cisco 8000 carrier-class router family built on Cisco Silicon One As part of modernizing their infrastructure, customers of every size are also looking for solutions to help them communicate more effectively with their customers and to connect their employees more efficiently for productivity. Our collaboration portfolio, which includes interoperable devices and our operating system, Cisco IOS XR7. We have also expanded our Cisco Silicon One platform from cloud contact center, provides those solutions, and serves as a routing focused solution to one which addresses key component of smart buildings, powered over ethernet, that we believe will define the webscale switching market. By combining our routed optical networking solution integrating our routers with pluggable optics, we can further help deliver cost savings to our customers. workplaces of the future.

Secure the Enterprise Improve Cybersecurity

With the rapid growth in modern applications, hyper-distributed architecture and increasingly sophisticated cyberattacks, customers see cybersecurity as a top priority. Our differentiated security strategy is based on three pillars: moving from point solutions to a platform comprehensively integrated with the infrastructure; infusing security into the fabric of the network; and harnessing the depth and breadth of telemetry data from Cisco and with more distributed work environments, securing our acquisition of Splunk Inc. ("Splunk") to prevent, detect, and respond to sophisticated attacks.

Harness the enterprise has become more complex Power of AI and difficult Data

AI represents a generational shift in technology and is driving an order of magnitude higher requirement for network connectivity. We provide network infrastructure to power AI training and inference workloads for both webscalers and enterprises. We help to scale our customers' network infrastructure with high-density routers and switches, improved network management, and high-performance optics. We are reinventing data center operations for our customers to manage. We believe every organization requires new or enhanced security architectures to defend against increasing cyber attacks. Our security strategy is focused on delivering a simple by simplifying the configuration, monitoring, and effective cyber-security architecture combining network, cloud maintenance of fabrics, compute, networking and endpoint-based solutions that recognizes the critical importance of data privacy. storage.

We are investing significant resources can help give customers visibility across our the network, security portfolio focused on cloud-based offerings, artificial intelligence-driven threat detection solutions, applications and end-to-end security architectures. We unveiled our strategic plan for a global, cloud-delivered, integrated platform that secures and connects organizations of any shape and size. Cisco Security Cloud is designed to be the most open, end-to-end, security platform across hybrid multi-cloud environments, while also minimizing the attack surface and automating security policies across an organization's environment. This extends to our secure access service edge (SASE) framework and Zero Trust architecture, where we have developed a cloud-delivered stack. We are also delivering unified detection and response capabilities with Cisco Extended Detection and Response (XDR), a cloud-based solution, and introduced new innovations across firewall, multicloud and application security capabilities. To enable a more optimized hybrid work experience with simple access across any location, device, and application, we have brought to market a security service edge (SSE) solution. Additionally, we have announced generative AI capabilities as part of our Security Cloud platform to simplify security operations and increase efficiency.

Power Hybrid Work

Over the last several years, the world has shifted to a hybrid work environment, and we believe that our customers are looking to support a blend of onsite and offsite workers into the future. To enable a hybrid workforce, customers require secure access, collaboration, and technologies to empower their teams to connect seamlessly and to work from anywhere.

Customers are looking to us to help improve how their people communicate, collaborate and to increase productivity. At Cisco, we are focused on providing and delivering highly secure collaboration experiences to help our customers create a secure hybrid work environment.

We believe our collaboration portfolio, which includes our subscription-based Webex conferencing platform, with meetings, devices, calling and messaging, is at the center of our customers' strategy for enabling their teams to be more productive and secure. To help our customers transform their workplaces, we continue to invest to expand our capabilities by introducing new Webex Calling innovations in the Webex Suite to improve work flexibility, reliability, and quality. We also launched new devices for hybrid work which we are making interoperable with other vendors' collaboration offerings to create a seamless user experience.

Reimagine Applications

In our view, over the next several years, customers will be increasingly writing modern software applications that can run on any hybrid cloud and will be adding billions of connections to their environments. In a multicloud environment, customers must reimagine how they design, develop and deploy their applications. They need to be able to build applications quickly, deploy them nearly anywhere, monitor experiences, and act in real time.

We believe we are uniquely positioned to enable successful own business outcomes for customers in hybrid and multicloud environments. In our view, networks are increasingly critical to business success and we believe our customers will benefit from the insights and intelligence that we are making accessible through our highly differentiated platforms.

We are continuing our commitment to deliver full stack observability from the application to the infrastructure to give our customers greater insights that enable faster, better decision making. We are doing data. With this by adding key elements to our portfolio, such as: infrastructure optimization with Intersight, network monitoring with technology from ThousandEyes, application performance monitoring with AppDynamics, as well as our security innovations.

Journey to Sustainability

The world faces serious environmental challenges, such as climate change, resource depletion, and biodiversity loss, and, as a large global corporation, Cisco can play a role in supporting mitigation of these challenges. Our strategy focuses on accelerating the transition to clean energy, evolving our business from linear to circular, and investing in resilient ecosystems. We are striving to reduce our own environmental footprint, and to use our technology and expertise to help our customers and suppliers reduce theirs, contributing to a healthier and more resilient planet. Additionally, we have set long-term goals to address the environmental impacts from our products and business operations.

We strive to reduce the effects of our operations and supply chain, help our customers decrease greenhouse gas (GHG) emissions, and support our communities experiencing direct effects of a changing climate by, among others:

- Continuing to invest in renewable energy, including investments in solar and wind energy;
- Designing our products and packaging for reuse, repair, recycling, and resource efficiency and managing our equipment for multiple lifecycles;
- Continuing to standardize visibility and insights across our portfolio to enable customers to measure, monitor, and manage energy consumption;
- Investing in projects to improve the efficiency of our offices, labs, and data centers worldwide;
- Working with our component suppliers, manufacturing partners, and logistic providers to reduce emissions and set goals for absolute GHG emissions reductions;
- Helping our employees to engage with events and opportunities to raise awareness and create a sense of community around sustainability; and
- Providing critical connectivity in the aftermath of natural disasters.

Strategic Pillars

To execute on our strategy and address our customer priorities, we are focusing on the following six strategic pillars:

- *Secure, Agile Networks* — Build networking solutions with built-in simplicity, security, agility and automation that can be consumed as-a-service.
- *Optimized Application Experiences* — Enable greater speed, agility breadth and scale of cloud-native applications.
- *Hybrid Work* — Deliver highly secure access, a safer workplace data, we can help deliver differentiated insights and collaboration experiences for the hybrid workforce.
- *Internet for the Future* — Transform connectivity by efficiently meeting the ever-growing demand for low-latency and higher speeds.
- *End-to-End Security* — Build simple, integrated, and high efficacy end-to-end security solutions, delivered on-premise or in the cloud.
- *Capabilities at the Edge* — Develop new capabilities for a distributed world while enhancing the developer experience and extending enterprise and carrier networks.

We are continuing context to incorporate Artificial Intelligence (AI) and Machine Learning (ML) across our portfolio customers, leading them to enable further innovation and to empower our customers to drive increased productivity more informed proactive decisions and better user experiences. We are investing in new opportunities in AI, launching new technologies across our product portfolios designed to boost productivity, enhance policy management and simplify tasks. Our AI-scale infrastructure will allow our customers to process AI workloads more efficiently. We are also accelerating our efforts to enable the delivery of network functionality as a service as our customers increasingly want to consume technologies in flexible ways. We made the initial step with our as-a-service portfolio, Cisco Plus, and our first offer, Cisco Plus hybrid cloud, which combines our data center compute, networking and storage portfolio. Cisco Plus includes our plans to deliver networking-as-a-service, which is designed to unify networking, security and observability across access, wide area network (WAN), and cloud domains.

Transforming our Business Model

We are transforming our offerings to meet the evolving needs of our customers. Historically, our various networking technology products have aligned with their respective product categories. However, increasingly our offerings are crossing multiple product categories. As our core networking offerings evolve, we expect we will add more common software features across our core networking platforms. We are increasing the amount of software offerings that we provide and the proportion of subscription software offerings. We have various software offerings that fall into the broad categories of subscription arrangements and perpetual licenses. Our subscription arrangements include term software licenses and associated service arrangements, as well as SaaS.

As part of the transformation of our business we continued to make strides to develop and sell more software and subscription-based offerings. We are also focused on the entire customer lifecycle to drive expansion and renewals. We will continue to invest in network-as-a-service offerings to provide our customers with flexibility in how they want to consume our technologies. results.

For a discussion of the risks associated with our strategy, Strategy and Priorities, see “Item 1A. Risk Factors,” including the risk factor entitled “We depend upon the development of new products and services, and enhancements to existing products and services, and if we fail to predict and respond to emerging technological trends and customers’ changing needs, our operating results and market share may suffer.” For information regarding sales of our major products and services, see Note 19 to the Consolidated Financial Statements.

Products and Services

Our products and services are grouped into the following categories:

Secure, Agile Networks Networking

Secure, Agile Networks Networking consists of our core networking technologies of switching, enterprise routing, wireless, and compute products. servers. These technologies consist of both hardware and software offerings, including software licenses and SaaS, software-as-a-service (SaaS), that help our customers build networks, automate, orchestrate, integrate, modernize and digitize data. transform their infrastructure. We believe it is critical for us to continue to deliver continuous value to our customers. We continued to make progress in shifting more of our business to software and subscriptions across our core networking portfolio, and in expanding our software offerings. Our objective is to continue converging converge our on-premise solutions with our cloud managed solutions across our enterprise networking portfolio.

Our Switching portfolio encompasses campus switching as well as data center switching offerings. Our campus switching offerings provide the foundation for converged data, voice, video, and IoT Internet of Things (IoT) services. These switches offer enhanced security and reliability and are designed to scale efficiently as our customers grow. Within campus switching are our Catalyst 9000 series of switches that include hardware with embedded software, along with a software subscription referred to as Cisco DNA. Cisco DNA provides automation, analytics and security features and can be centrally monitored, managed, and configured. With the expansion of WiFi-6, Also, within campus switching we have expanded our portfolio to include multi-gigabit technology a range of Meraki cloud-managed switches for customers who prefer ease of management in our switches in order to manage higher bandwidth and manage network speed. lean-IT environments. Our data center switching offerings, led by the Nexus 9000 series, provide the foundation for mission critical data centers with high availability, scalability, and security across traditional data centers and private and public cloud data centers. We continue to add greater visibility and analytics across our networks and applications, enabling us to deliver better experiences for our customers.

Internet Infrastructure primarily consists of our routed optical networking solutions. We are focusing on transforming connectivity to the Internet and the cloud environment by efficiently meeting the growing demand for low-latency and higher speeds. Our routed optical networking systems and our pluggable optic solutions, allow us to transform the economics of building and operating networks for our service provider customers, including our webscale customers. Cisco Silicon One is our single, unified, and scalable networking silicon architecture which we have expanded from a routing-focused solution to one which addresses the webscale switching market through the combination of its high-performance, feature-rich, and low-power characteristics. Our Cisco 8000 series routers, which are based on our Silicon One, provide broad capacity in high-density designs, allowing our customers to reduce operational footprints, lower carbon emissions, and transition to more efficient network architectures.

Our Enterprise Routing portfolio interconnects public and private wireline and mobile networks, delivering highly secure and reliable connectivity to campus, data center and branch networks for our large to small enterprise and commercial customers. networks. Our routing solutions are designed to meet the scale, reliability, and security needs of our large to small customers.

Our Wireless portfolio provides indoor and outdoor wireless coverage designed for seamless roaming use of voice, video, and data applications. These products include wireless access points and controllers that are on-premise and cloud managed, and which, combined with our Switching portfolio, delivers a converged access solution that is powerful, yet simple.

Our Compute portfolio incorporates various technologies and solutions including the Cisco Unified Computing System, HyperFlex, our hyperconverged offering, and software management capabilities, which combine computing, networking, and storage infrastructure management and virtualization to deliver agility, simplicity, and scale. Security

Internet for the Future

Our Internet for the Future product category Security consists of our routed optical networking, 5G, silicon Network Security, Identity and optics solutions. We are focusing on transforming connectivity to the Internet Access Management, Secure Access Service Edge (SASE) and the cloud environment by efficiently meeting the growing demand for low-latency Threat Intelligence, Detection, and higher speeds. Our routed optical networking systems, based on our Silicon One and pluggable optic solutions, allow us to transform the economics of building and operating networks Response offerings. Security is a leading priority for our service provider customers, including regardless of size or industry. We continue to invest in resources across our webscale customers. security portfolio focused on cloud-based offerings, AI-enhanced threat detection and end-to-end security architectures. Our Threat Intelligence, Detection, and Response offerings incorporate the technologies of Splunk to prevent, detect and respond to sophisticated cyber attacks. This product category includes the Splunk Platform and Splunk Security offerings after the acquisition of Splunk, although the Splunk Platform has use cases that can also be applicable for Observability offerings. With our acquisition of Splunk in the third quarter of fiscal 2024, we have begun to integrate our solutions, starting with Cisco 8000 series routers provide broad capacity Extended Detection and Response (XDR) and Splunk Enterprise Security. Additionally, we continue to invest in high-density designs, allowing expanding our customers to reduce operational footprints, lower carbon emissions, SASE architecture by delivering combined network and evolve to more efficient network architectures. We believe silicon and optics are foundational technologies for the continued buildout of the Internet. As connection speeds increase, optics become increasingly important security functionality in our view. a single cloud-native service.

Collaboration

Our Collaboration product category consists of our Meetings, Webex Suite, Collaboration Devices, Calling, Contact Center and Communication Platform as a Service (CPaaS) offerings. Our offerings within the Collaboration portfolio consist of software offerings, including perpetual licenses and subscription arrangements, as well as hardware. Our Collaboration strategy is to power hybrid work by reimagining reimagine employee and customer experiences to be more inclusive and engaging by providing technology that enables distributed teams to collaborate effortlessly. We offer end-to-end collaboration solutions that can be delivered from the cloud, on-premise or within hybrid cloud environments allowing customers to transition their collaboration solutions from on-premise to the cloud. Artificial intelligence AI and machine learning capabilities are embedded across the Webex portfolio providing collaboration experiences that integrate people insights, relationship and audio intelligence to help improve productivity. Our CPaaS is a cloud communications platform that integrates communication channels and existing back-end business systems together to help enable the orchestration and automation of all customer and employee interactions.

End-to-End Security Observability

The End-to-End Security product category Observability consists of our Cloud and Application Security, Industrial Security, Network Security, and User and Device Security offerings. Security continues to be a leading priority for our customers, regardless of size or industry. We continue to invest in resources across our security portfolio focused on cloud-based offerings, AI-driven threat detection and end-to-end security architectures. Additionally, we continue to invest in expanding our SASE architecture by delivering combined network and security functionality in a single cloud-native service.

Optimized Application Experiences

The Optimized Application Experiences product category consists of our full stack observability and network assurance, monitoring and analytics and observability suite offerings. Our full stack observability Observability offerings are designed to bring together and provide end-to-end visibility of our customer's environments across applications, networks, multi-cloud infrastructures and the Internet, to help deliver full stack observability for modern environments and drive relevant real-time insights. Our Intersight Infrastructure Services, a cloud-delivered SaaS offering, provides lifecycle operations management, automation, orchestration, These offerings enable organizations to see, understand, and monitoring capabilities improve every digital experience and assure seamless connectivity for customers' infrastructure deployments from Data Center to the Edge. Our monitoring and analytics offering, AppDynamics, monitors performance across different application-related domains. their modern digital environments. Our network assurance offering, ThousandEyes, is a network intelligence platform that provides in-depth visibility into network and Internet internet performance. It enables organizations Our Observability Suite offering, including Splunk Observability and AppDynamics, provides complete visibility across the full stack from infrastructure to see, understand, and improve every applications as well as the digital experience and assure seamless connectivity for their modern digital environments. customer experience.

Services

In addition to our product offerings, we provide a broad range of service and support options for our customers. Our overall service and support offerings are combined into one organization, Customer Experience, that is responsible for the end-to-end customer experience.

Our support and maintenance services help our customers ensure their products operate efficiently, remain available, and benefit from the most up-to-date system and application software. These services help customers protect their network investments, manage risk, and minimize downtime for systems running mission-critical applications.

We also provide comprehensive advisory services that are focused on responsive, preventive, and consultative support of our technologies for specific networking needs. We are investing in and expanding advisory services in the areas of software, cloud, security, and analytics, which reflects our strategy of selling customer outcomes. We are focused on three priorities: utilizing technology advisory services to drive higher product and services; assessment and migration services providing the tools, expertise and methodologies to enable our customers to migrate to new technology platforms; and providing optimization services aligned with customers' business expectations. We are also embedding AI assistants and automated functions into our services to drive productivity.

Customers and Markets

Many factors influence the IT, collaboration, and networking requirements of our customers. These include the size of the organization, number and types of technology systems, geographic location, and business applications deployed throughout the customer's network. Our customer base is not limited to any specific industry, geography, or market segment. Our customers primarily operate in the following markets: enterprise, commercial, public sector and service provider and public sector. cloud.

Enterprise

Enterprise includes businesses that are large regional, national, or global organizations with multiple locations or branch offices. offices, or mid-market and small businesses. Many enterprise businesses have unique IT, collaboration, and networking needs within a multivendor multi-vendor environment. Our mid-market and small business customers typically require the latest advanced technologies, but with less complexity. We offer service and support packages, financing, and managed network services, primarily through our service provider partners. We sell these products through a network of third-party application and technology vendors and channel partners, as well as selling directly to these customers.

Commercial Public Sector

The commercial market represents larger, or midmarket Public Sector includes federal, state and small businesses. local governments, as well as educational institution customers. Many public sector customers have unique IT, collaboration, and networking needs within a multi-vendor environment. We sell to our midmarket public sector customers through a combination network of our direct sales force third-party application and technology vendors and channel partners. These customers typically require the latest advanced technologies that our enterprise customers demand, but with less complexity. Small businesses require information technologies and communications products that are easy to configure, install, and maintain. We sell to these smaller organizations within the commercial market primarily partners, as well as through channel partners. direct sales.

Service Providers Provider and Cloud

Service providers offer data, voice, video, Provider and mobile/wireless services to businesses, governments, utilities, and consumers worldwide. The service provider market Cloud includes regional, national, and international wireline carriers and webscale operators, as well as Internet, internet, cable, and wireless providers. We also include media, broadcast, and content providers within our service provider this customer market, as the lines in the telecommunications industry continue to blur between traditional network-based, content-based and application-based services. This customer market offers data, voice, video, and mobile/wireless services to businesses, governments, utilities, and consumers worldwide. Service providers provider and cloud businesses use a variety of our products and services for their own networks. In addition, many service providers use Cisco data center, virtualization, and collaboration technologies to offer managed or Internet-based internet-based services to their business customers. Compared with other customers, service providers are more likely to require network design, deployment, and support services because of the greater scale and higher complexity of their networks, whose requirements are addressed, we believe, by our architectural approach.

Public Sector

The public sector market includes federal, state and local governments, as well as educational institution customers. Many public sector customers have unique IT, collaboration, and networking needs within a multi-vendor environment. We sell to public sector customers through a network of third-party application and technology vendors, channel partners, as well as through direct sales.

Sales Overview

As of the end of fiscal 2023, 2024, our worldwide sales and marketing functions consisted of approximately 26,000 28,000 employees, including managers, sales representatives, and technical support personnel. We sell our products and services both directly and indirectly through a variety of channels with support from our salesforce. sales workforce. A substantial portion of our products and services is sold indirectly through channel partners, and the remainder is sold through direct sales. Channel partners include systems integrators, service providers, other third-party resellers, and distributors.

Systems integrators and service providers typically sell directly to end users and often provide system installation, technical support, professional services, and other support services in addition to network equipment sales. Systems integrators also typically integrate our products into an overall solution. Some service providers are also systems integrators.

Distributors may hold inventory and sell to systems integrators, service providers, and other third-party resellers. We refer to sales through distributors as our two-tier system of sales to the end customer. Revenue from two-tier distributors is recognized based on a sell-in method. These distributors may be given business terms that allow them to return a limited portion of inventory, receive credits for changes in selling prices, receive certain rebates, and participate in various cooperative marketing programs.

Our service offerings complement our products through a range of consulting, technical, project, quality, and software maintenance services, including 24-hour online and telephone support through technical assistance centers.

For information regarding risks related to our sales channels, see "Item 1A. Risk Factors," including the risk factors entitled "Disruption of or changes in our distribution model could harm our sales and margins" and "Inventory management relating to our sales to our two-tier distribution channel is complex, and excess inventory may harm our gross margins."

For information regarding risks relating to our international operations, see “Item 1A. Risk Factors,” including the risk factors entitled “Our operating results may be adversely affected negatively impacted by unfavorable economic and market conditions and the uncertain geopolitical environment;” “Entrance into new or developing markets exposes us to additional competition and will likely increase demands on our service and support operations;” “Due to the global nature of our operations, political or economic changes or other factors in a specific country or region could harm our operating results and financial condition;” “We are exposed to fluctuations in currency exchange rates that could negatively impact our financial results and cash flows;” and “Cyber attacks, data breaches or other incidents impacting our solutions and IT environment may disrupt our operations, harm our operating results and financial condition, and damage our reputation or otherwise materially harm our business; and cyber attacks, data breaches or other incidents on our customers’ or third-party providers’ networks, or in cloud-based services provided to, by, or enabled by us, third-party products we use, could result in claims of liability against us, give rise to legal and/or regulatory action, damage our reputation or otherwise materially harm our business,” among others.

Our service offerings complement our products through a range of consulting, technical, project, quality, and software maintenance services, including 24-hour online and telephone support through technical assistance centers.

Financing Arrangements

We provide financing arrangements for certain qualified customers to build, maintain, and upgrade their networks. We believe customer financing is a competitive advantage in obtaining business, particularly for those customers involved in significant infrastructure projects. Our financing arrangements include loans, leases (sales-type, direct financing and operating) and channels channel financing arrangements.

Acquisitions, Investments, and Alliances

The markets in which we compete require a wide variety of technologies, products, and capabilities. We continue to evaluate opportunities to acquire and invest in businesses and technologies that complement and enable further investment in our key priority areas.

Acquisitions

We acquire companies in order to gain access to talent, technology, products and features, operational capabilities or new markets. The risks associated with acquisitions are more fully discussed in “Item 1A. Risk Factors,” including the risk factor entitled “We have made and expect to continue to make acquisitions that could disrupt our operations and harm our operating results.”

Investments in Privately Held Companies

We make investments in privately held companies that develop technology or provide services that are complementary to our products or that provide insights into emerging technologies that may become relevant to our businesses. The risks associated with these investments are more fully discussed in “Item 1A. Risk Factors,” including the risk factor entitled “We are exposed to fluctuations in the market values of our portfolio investments and in interest rates; impairment of our investments could harm our earnings.”

Strategic Alliances

We pursue strategic alliances with other companies in areas where collaboration can produce industry advancement and accelerate new markets. The objectives and goals of a strategic alliance can include one or more of the following: technology exchange, product development, joint sales and marketing, or new market creation.

Companies with which we have strategic alliances in some areas may be competitors in other areas, and in our view this trend may increase. The risks associated with our strategic alliances are more fully discussed in “Item 1A. Risk Factors,” including the risk factor entitled “If we do not successfully manage our strategic alliances, we may not realize the expected benefits from such alliances and we may experience increased competition or delays in product development.”

Competition

We compete in the networking and communications equipment markets, providing products and services designed to transport, and help secure data, voice, and video traffic across cloud, private and public networks and the Internet. These market factors represent a competitive threat to us. We compete with numerous vendors in each product category. The overall number of our competitors providing niche product solutions may increase. Also, the identity and composition of competitors may change as we increase our activity in newer product areas, and in key priority and growth areas. As we continue to expand globally, we may see new competition in different geographic regions. In particular, we have experienced price-focused competition from competitors in Asia, especially from China, and we anticipate this will continue.

Our competitors (in each case relative to only some of our products or services) include: Amazon Web Services LLC; Arista Networks, Inc.; Broadcom Inc.; Ciena Corporation; CrowdStrike Holdings, Inc.; Datadog Inc.; Dell Technologies Inc.; Dynatrace Inc.; Fortinet, Inc.; Hewlett-Packard Enterprise Company; Huawei Technologies Co., Ltd.; Juniper Networks, Inc.; Microsoft Corporation; New Relic, Inc.; Nokia Corporation; Nvidia Corporation; Palo Alto Networks, Inc.; RingCentral, Inc.; VMware, Inc.; Zoom Video Communications, Inc.; and Zscaler, Inc.; among others.

Some of our competitors compete across many of our product lines, while others are primarily focused in a specific product area. Barriers to entry are relatively low, and new ventures to create products that do or could compete with our products are regularly formed. In addition, some of our competitors may have greater resources, including technical and engineering resources, than we do. As we expand into new markets, we will face competition not only from our existing competitors but also from other competitors, including existing companies with strong technological, marketing, and sales positions in those markets. We also sometimes face competition from resellers and distributors of our products. Companies with which we have strategic alliances in some areas may be competitors in other areas, and this trend may increase. For example, the enterprise data center is undergoing a fundamental transformation arising from the convergence of technologies, including computing, networking, storage, and software, that previously were segregated. Additionally, companies that are strategic alliance partners in some areas of our business may acquire or form alliances with our competitors, thereby reducing their business with us.

The principal competitive factors in the markets in which we presently compete and may compete in the future include the ability to sell successful business outcomes; the ability to provide a broad range of networking and communications products and services; product performance; price; the ability to introduce new products, including providing continuous new customer value and products with price-performance advantages; the ability to reduce production costs; the ability to provide value-added features such as security, reliability, and investment protection; conformance to standards; market presence; the ability to provide financing; and disruptive technology shifts and new business models.

We also face competition from customers to which we license or supply technology and suppliers from which we transfer technology. The inherent nature of networking requires interoperability. As such, we must cooperate and, at the same time, compete with many companies. Any inability to effectively manage these complicated relationships with customers, suppliers, and strategic alliance partners could have a material adverse effect on materially harm our business, operating results, and financial condition and accordingly affect our chances of success.

Research and Development

We regularly introduce new products and features to address the requirements of our markets. We allocate our research and development budget among our product categories, which consist of Secure, Agile Networks; Internet for the Future; Collaboration; End-to-End Security; Optimized Application Experiences; Networking, Security, Collaboration, and Other Product Observability technologies. Our research and development expenditures are applied generally to all product areas, with specific areas of focus being identified from time to time. Our expenditures for research and development costs were expensed as incurred.

The industry in which we compete is subject to rapid technological developments, evolving standards, changes in customer requirements, and new product introductions and enhancements. As a result, our success depends, in part, on our ability, on a cost-effective and timely basis, to continue to enhance our existing products and to develop and introduce new products that improve performance and reduce total cost of ownership. To achieve these objectives, our management and engineering personnel work with customers to identify and respond to customer needs, as well as with other innovators of Internet internet networking products, including universities, laboratories, and corporations. We also expect to continue to make acquisitions and

strategic investments, where appropriate, to provide us with access to new technologies. Nonetheless, there can be no assurance that we will be able to successfully develop products to address new customer requirements and technological changes or that those products will achieve market acceptance.

Manufacturing

We rely on contract manufacturers for our manufacturing needs. We presently use a variety of independent third-party companies to provide services related to printed-circuit board assembly, in-circuit test, product repair, and product assembly. Proprietary software in electronically programmable memory chips is used to configure products that meet customer requirements and to maintain quality control and security. The manufacturing process enables us to configure the hardware and software in unique combinations to meet a wide variety of individual customer requirements. The manufacturing process also uses automated testing equipment and burn-in procedures, as well as comprehensive inspection, testing, and statistical process controls, which are designed to help ensure the quality and reliability of our products. The manufacturing processes and procedures are generally certified to International Organization for Standardization 9001 standards.

Our arrangements with contract manufacturers generally provide for quality, cost, and delivery requirements, as well as manufacturing process terms, such as continuity of supply; inventory management; flexibility regarding capacity, quality, and cost management; oversight of manufacturing; and conditions for use of our intellectual property. We have not entered into any significant long-term contracts with any manufacturing service provider. contract manufacturers. We generally have the option to renew arrangements on an as-needed basis. These arrangements with contract manufacturers generally do not commit us to purchase any particular amount or any quantities beyond amounts covered by orders or forecasts that we submit covering discrete periods of time.

Patents, Intellectual Property, and Licensing

We seek to establish and maintain our proprietary rights in our technology and products through the use of patents, copyrights, trademarks, and trade secret laws. We have a program to file applications for and obtain patents, copyrights, and trademarks in the United States and in selected foreign countries where we believe filing for such protection is appropriate. We also seek to maintain our trade secrets and confidential information by nondisclosure policies and through the use of appropriate confidentiality agreements. We have obtained a substantial number of patents and trademarks in the United States and in other countries. There can be no assurance, however, that the rights obtained can be successfully enforced against infringing products in every jurisdiction. Although we believe the protection afforded by our patents, copyrights, trademarks, and trade secrets has value, the rapidly changing technology in the networking industry and uncertainties in the legal process make our future success dependent primarily on the innovative skills, technological expertise, and management abilities of our employees rather than on the protection afforded by patent, copyright, trademark, and trade secret laws.

Many of our products are designed to include software or other intellectual property licensed from third parties. While it may be necessary in the future to seek or renew licenses relating to various aspects of our products, we believe, based upon past experience and standard industry practice, that such licenses generally could be obtained on commercially reasonable terms. Nonetheless, there can be no assurance that the necessary licenses would be available on acceptable terms, if at all. Our inability to obtain certain licenses or other rights or to obtain such licenses or rights on favorable terms, or the need to engage in litigation regarding these matters, could have a material adverse effect on materially harm our business, operating results, and financial condition. Moreover, inclusion in our products of software or other intellectual property licensed from third parties on a nonexclusive basis can limit our ability to protect our proprietary rights in our products.

The industry in which we compete is characterized by rapidly changing technology, a large number of patents, and frequent claims and related litigation regarding patent and other intellectual property rights. There can be no assurance that our patents and other proprietary rights will not be challenged, invalidated, or circumvented; that others will not assert intellectual property rights to technologies that are relevant to us; or that our rights will give us a competitive advantage. In addition, the laws of some foreign countries may not protect our proprietary rights to the same extent as the laws of the United States. The risks associated with patents and intellectual property are more fully discussed in "Item 1A.

Risk Factors," including the risk factors entitled "Our proprietary rights may prove difficult to enforce," "We may be found to infringe on intellectual property rights of others," and "We rely on the availability of third-party licenses."

Government Regulation

We are subject to numerous regulations and laws in the United States and abroad that involve matters central to our business. Many of these regulations and laws are evolving and their applicability and scope, as interpreted by courts and regulators, remain uncertain. These regulations and laws involve a variety of matters including privacy, data protection and personal information, cybersecurity, operational resilience, artificial intelligence, tax, trade, encryption technology, environmental sustainability (including climate change), human rights, product certification, and national security.

A failure, or alleged failure, by us to comply with regulations or laws could have a material adverse effect on materially harm our business, operating results, or financial condition. For additional information about government regulation and laws applicable to our business, see "Item 1A. Risk Factors," including the risk factor entitled "Our business, operating results and financial condition could be materially harmed by evolving regulatory uncertainty or obligations applicable to our products and services" and Note 14 to the Consolidated Financial Statements, subsection (f) "Legal Proceedings."

Talent and Culture

At Cisco, we value our people and our technology, and we leverage our broader ecosystems to positively impact the world and pursue our purpose to Power an Inclusive Future for All. Our goal is to attract, retain, and develop talent in order to help our customers connect and secure their infrastructure, and accelerate their digital agility. Our relationship with our employees is one of mutual benefit. Our employees bring talent and ingenuity to everything we do, and in turn, we provide employees with meaningful careers and development opportunities.

For Cisco is currently ranked #2 on the third year in a row, Cisco has been named the number one company to work for in Fortune Magazine's 100 Best Companies to Work For® 2023 rankings 2024 in the United States. Fortune and Great Place to Work have published their United States rankings for the past 26 years, since 1998, and Cisco has been recognized on every annual list. Cisco has also received top ranking is currently #1 in 15 additional countries, including the following 18 countries: Australia, Canada, Costa Rica, France, Indonesia, Ireland, Italy, Japan, Korea, Mexico, Norway, Poland, Peru, Portugal, Saudi Arabia, Singapore, Indonesia, Japan, Spain, Switzerland and the United Kingdom, and Vietnam. Kingdom.

As of July 29, 2023 July 27, 2024, we had approximately 84,900 90,400 employees and they are categorized as follows:

46338 46339

We support our employees through times of change and enable them to be their best. We do this by fostering a Conscious Culture. Conscious Culture speaks to the importance of everyone being aware — "conscious" — of the environment they are part of, and feeling accountable, empowered, and expected to contribute to creating a culture where all Cisco employees feel safe and can thrive. We're Conscious Culture encourages employees to be aware of how we treat one another and to speak up when we see behavior that's out of step with our beliefs. There We believe there is a direct connection between the culture we create internally and how our people are helping to bring about a better world.

In the same way that every employee at Cisco is responsible for our Conscious Culture, we also want every employee to feel responsible for and contribute to our purpose to Power an Inclusive Future for All. This We believe this is as much a commitment from Cisco as it is from our employees. Our people often ask the toughest questions around how we are impacting society for the better, from addressing homelessness to combating climate change. And often the best ideas for how we can do even more come directly from them. Future employees expect it too. More and more, We recognize that talent want increasingly wants to work for a company where their work has meaning and where they see their values reflected in the organization.

Inclusion & Diversity

Inclusion and diversity are core components in our Conscious Culture. Inclusivity is our strength and our priority. We want every employee to feel valued, respected, and heard. We are prioritizing inclusion and diversity across the company, recognizing that connecting people of all experiences and backgrounds allows us to improve innovation and collaboration.

In order to continue accelerating diversity and finding extraordinary talent, we have designed a framework that includes introducing new tools and technologies to help accurately map the talent market, creating job roles that attract highly qualified diverse candidates, and expanding the diversity within our interview panels.

We currently have a total of 29 31 Inclusive Communities comprised of 11 Employee Resource Organizations and18 Employee Networks supporting full-spectrum diversity globally, including gender, ethnicity, race, sexual orientation, age, ability, veteran status, religion, culture, background, as well as varied experiences, strengths, and perspectives. These thriving communities continue to be a source of strength and support for employees, and they help to foster a more conscious culture Conscious Culture by providing opportunities for proximity and learning.

Cisco has signed the CEO Action for Diversity and & Inclusion Pledge. The CEO Action for Diversity & Inclusion Pledge is a CEO-driven pledge to drive measurable action and meaningful change in advancing diversity, equity and inclusion in the workplace. This year, Cisco also signed The Valuable 500 statement, a global movement putting disability inclusion on the business leadership agenda and celebrating those committed to inclusion. We are delivering on these actions by accelerating diversity across the full-spectrum of diversity — including gender, age, race, ethnicity, sexual orientation, ability, nationality, religion, veteran status, background, culture, experience, strengths and perspectives. At Cisco, it starts at the top: 42% As of July 27, 2024, 36% of our Executive Leadership Team (ELT) are women and 50% 43% are diverse in terms of gender or ethnicity.

We publish certain gender diversity and ethnic diversity workforce data annually. Across our global company, we have driven broad improvements in overall workforce diversity. Based on our fiscal 2022 2023 data, which excludes certain acquisitions, our global employee base was comprised of 29% women, 71% men and 0.1% nonbinary, and our U.S. employee base was comprised of the following ethnicities: 50.9% 48.2% White/Caucasian, 34.6% 33.5% Asian, 6.6% 6.5% Hispanic/Latino, 5.5% 5.6% African American/Black, 1.9% 2.0% two or more races (not Hispanic or Latino), 0.3% American Indian or Alaska Native, and 0.2% Native Hawaiian/Other Pacific Islander. Islander, and 3.7% prefer to not to disclose/unknown.

With respect to social justice, Cisco has been partnering across the globe to scale and amplify our positive impact. We have published our Social Justice Beliefs & Actions, which is our blueprint for how we respond to injustice and address inequity for any community. We are creating actions that can be replicated and scaled and are designed to cover the full spectrum of diversity, inclusive of gender, generation, race, ethnicity, sexual orientation, ability, nationality, and background — which is the foundation of our Conscious Culture. This work is part of a plan for Cisco to drive transformational, generational impact for vulnerable communities. Our Social Justice Action Office helps drive accountability, progress, and excellence in our strategic actions in this area, which are designed to address the broader ecosystem including our employees, partners, customers, and suppliers.

Compensation and Benefits

Our total compensation philosophy is designed to attract, reward, and retain talent. It provides market competitive, performance-based compensation aligned with each employee's contribution and impact to the value we drive to our customers, partners and stockholders. We reward and recognize our employees for effecting innovation, collaboration, profitability, and growth within our geographies, product lines, and functions.

Cisco has always been committed to compensating our employees fairly and equitably. We are a founding signer signatory of the White House Equal Pay Pledge and the Parity.org pledge, and are a leader in the charge to make fair pay a reality for all employees through the Employers for Pay Equity Consortium. We have also introduced an innovative and inclusive framework that provides us powerful analytics to evaluate our complex compensation system. For example, by using these powerful analytics, we are able to test for pay parity on a regular basis, and when gaps are found, we strive to correct them.

As part of our Social Justice Beliefs and Actions, we have expanded our pay parity program beyond base salary to include additional forms of compensation fairness such as promotion, bonuses, and stock decisions made in our rewards programs. We aim to ensure the program addresses all employees across the full spectrum of diversity incorporating our global self-reported data collection.

Health & Well-being

We have an ongoing commitment to focus on the health, safety, and well-being of our employees. We seek to provide our employees and their families with high-quality, flexible, and convenient benefits and resources for their physical, mental, and financial well-being. We strive to support our employees as they balance careers and personal lives, as well as their own physical, emotional, and financial health. We continue to emphasize a focus on both physical and mental health, recognizing the need to create an environment where employees can speak openly about mental health and other matters.

We have hosted host ongoing discussions with our employees during the Cisco Beat and Cisco Check-Ins, expanded our regular company-wide virtual meetings, and continue to emphasize our Safe to Talk program, introduced program. We offer mindfulness courses, enhanced our Employee Assistance Program employee assistance program offerings, improved the and out-of-network provider benefit benefits for substance abuse and mental health treatment, and more. In fiscal 2023, 2024, we continued to offer employees "A Day for Me," which were paid days off that allowed for each individual to recharge and rest. We have moved towards employ a hybrid work model in certain countries, giving our employees the flexibility to work offsite or at onsite Cisco locations.

Employee Development

We know careers are not static pathways that look the same for everyone. We also know that the world of work will continue to rapidly evolve, requiring new skillsets. At Cisco, we believe that your career is owned by you, supported by your leader, and enabled by Cisco. Cisco believes in open-ended self-directed learning, understanding that each individual knows best what skills and resources they need to succeed. This means that while each employee has the power to shape their career on their own terms, they also have a supportive ecosystem to develop the skills they need to succeed both today and tomorrow. We strive to

create a culture of "one company, many careers." In fiscal 2023, we launched a new We provide our people with career strategy for our people strategies focused on areas we know determine a successful career at Cisco—personal brand, network, expertise, and experience—and have created customized offerings that map to each of them.

Employee Engagement

We believe that strong communication is key in our Conscious Culture. This communication includes These communications include the Cisco Beat, which are regular virtual all hands, all-hands meetings, and Cisco Check-Ins, which we refer to as a "Cisco Check-In," are ad-hoc meetings for important conversations, and weekly team leader check-ins, which we refer to as a "Team Space Check-In." Our regular virtual Cisco Check-Ins were initially launched with a focus on sharing medical information at the start of the COVID-19 pandemic. The Cisco Check-Ins have since evolved into a forum where we can discuss much more with our employees, from business updates to social justice to physical and mental health.

In fiscal 2023, 2024, we have seen a high level of employee engagement. For As an example, there were approximately 2.3 million Team Space Check-Ins by our employees in fiscal 2023, 2024, reflecting approximately 73,500 70,300 employees (excludes employees who recently joined Cisco during fiscal 2024 through the Splunk acquisition) submitting Team Space Check-Ins. Employees also participate in our global Engagement Pulse Survey and the Real Deal Survey. These surveys allow our employees to provide confidential feedback on our culture, company strategy and trust in their direct leaders.

Purpose Report and ESG Reporting Hub

Additional information regarding Cisco's ESG initiatives and progress can be found in our annual Purpose Report and on our ESG Reporting Hub at https://www.cisco.com/c/m/en_us/about/csr/esg-hub.html. go/esg-hub. The contents of our Purpose Report, our ESG Reporting Hub and related supplemental information are not incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file with the SEC.

Information about our Executive Officers

The following table shows the name, age, and position as of August 31, 2023 August 31, 2024 of each of our executive officers:

Name	Age	Position with the Company
Charles H. Robbins	57 58	Chair and Chief Executive Officer
R. Scott Herren	61 62	Executive Vice President and Chief Financial Officer
Maria Martinez Gary Steele	65 62	Executive Vice President, and Chief Operating Officer
Jeff Sharritts	55	Executive Vice President and Chief Customer and Partner Officer Go-to-Market
Deborah L. Stahlkopf	53 54	Executive Vice President and Chief Legal Officer
Thimaya Subaiya	46	Executive Vice President, Operations

Mr. Robbins serves as our Chief Executive Officer since July 2015, as a member of the Board of Directors since May 2015, and as Chair of the Board since December 2017. Mr. Robbins joined Cisco in December 1997, from which time until March 2002 he held a number of managerial positions within Cisco's sales organization. Mr. Robbins was promoted to Vice President in March 2002, assuming leadership of Cisco's U.S. channel sales organization. Additionally, in July 2005, Mr. Robbins assumed leadership of Cisco's Canada channel sales organization. In December 2007, Mr. Robbins was promoted to Senior Vice President, U.S. Commercial, and, in August 2009 he was appointed Senior Vice President, U.S. Enterprise, Commercial and Canada. In July 2011, Mr. Robbins was named Senior Vice President, Americas. In October 2012, Mr. Robbins was

promoted to Senior Vice President, Worldwide Field Operations, in which position he served until assuming the role of Chief Executive Officer. Mr. Robbins is also a member of the board of directors of BlackRock, Inc. (since 2017).

Mr. Herren joined Cisco in December 2020 and serves as our Executive Vice President and Chief Financial Officer. Prior to joining Cisco, Mr. Herren served as Senior Vice President and Chief Financial Officer of Autodesk, Inc. ("Autodesk") since November 2014. Prior to joining Autodesk, Mr. Herren served as Senior Vice President of Finance at Citrix Systems, Inc. ("Citrix") from September 2011 to October 2014, and in a variety of other leadership roles after joining Citrix in March 2000, including as Vice President and Managing Director for EMEA and Vice President and General Manager of Citrix's virtualization systems group. Before joining Citrix, Mr. Herren spent over 15 years in senior strategy and financial positions at FedEx Corporation and International Business Machines Corporation.

Ms. Martinez joined Cisco in April 2018 and served as our Executive Vice President and Chief Customer Experience Officer until her appointment as our Executive Vice President and Chief Operating Officer in March 2021. Prior to joining Cisco, Ms. Martinez served in a variety of senior executive roles at salesforce.com, inc. ("Salesforce"), including as President, Global Customer Success and Latin America from March 2016 to April 2018; President, Sales and Customer Success from February 2013 to March 2016; Executive Vice President and Chief Growth Officer from February 2012 to February 2013; and as Executive Vice President, Customers for Life from February 2010 to February 2012. Ms. Martinez's experience prior to Salesforce includes serving as Corporate Vice President of Worldwide Services at Microsoft Corporation ("Microsoft"), President and Chief Executive Officer of Embrace Networks, Inc., and various senior leadership roles at Motorola, Inc. and AT&T Inc./Bell Laboratories. Ms. Martinez Mr. Herren is a member of the board of directors of McKesson Corporation (since 2019) and Cue Health Rubrik, Inc. (since 2021).

Mr. Sharritts Steele joined Cisco in July 2000 March 2024 and serves as our President, Go-to-Market. Mr. Steele joined Cisco as Executive Vice President and Chief Customer General Manager, Splunk upon the close of Cisco's acquisition of Splunk in March 2024, and Partner Officer. Previously, was promoted to President, Go-to-Market in May 2024. Prior to joining Cisco, Mr. Sharritts Steele served as Cisco's Senior President and Chief Executive Officer of Splunk from April 2022 to March 2024. Prior to joining Splunk, Mr. Steele served as Chief Executive Officer of Proofpoint, Inc. from November 2002 to March 2022. From 1997 to 2002, Mr. Steele served as Chief Executive Officer of Portera Systems Inc. ("Portera"). Before Portera, Mr. Steele served as the Vice President Americas Sales from July 2018 to May 2022, in which position he served until his current role. and General Manager of the Middleware and Data Warehousing Product Group of Sybase, Inc. Mr. Sharritts Steele also served as Cisco's Senior Vice President, U.S. Commercial Sales from December 2014 to July 2018. Additionally, in business development, marketing, and engineering roles at Sun Microsystems, Inc. and Hewlett-Packard Company. Mr. Sharritts has held several other leadership positions in Cisco's Commercial, Public Sector, Service Provider, and Channels sales organizations from July 2000 to December 2014. Mr. Sharritts Steele is a member of the board of directors of Mueller Water Products, Upwork Inc. (since 2021) 2018).

Ms. Stahlkopf joined Cisco in August 2021 and serves as our Executive Vice President and Chief Legal Officer. Prior to joining Cisco, Ms. Stahlkopf spent 14 years at Microsoft, where she served most recently as Corporate Vice President, General Counsel and Corporate Secretary, Corporate, External and Legal Affairs from April 2018 to July 2021. Ms. Stahlkopf also served in other leadership roles at Microsoft, including as Vice President and Deputy General Counsel from December 2015 to April 2018 and as Associate General Counsel from December 2010 to December 2015. Prior to joining Microsoft, Ms. Stahlkopf practiced law at Perkins Coie LLP and Cooley Godward LLP. Ms. Stahlkopf is a member of the board of directors of NextEra Energy, Inc. (since 2023).

Mr. Subaiya joined Cisco in July 2018 and serves as our Executive Vice President of Operations since March 2024. Previously, Mr. Subaiya served as Cisco's Senior Vice President, Chief Transformation Officer from March 2023 to March 2024, as Senior Vice President and General Manager, Customer Experience from November 2021 to March 2023, and as Senior Vice President, Customer Experience Operations and Renewals from July 2018 to November 2021. Prior to joining Cisco, Mr. Subaiya spent 8 years at Salesforce, Inc. ("Salesforce") where he served in a variety of leadership roles, including most recently as its Chief Operating Officer of Customer Success. Before joining Salesforce, Mr. Subaiya held various leadership roles in business development and global planning and strategy at Oracle Corporation.

Item 1A. Risk Factors

Set forth below and elsewhere in this report and in other documents we file with the SEC are descriptions of the risks and uncertainties that could cause our actual results to differ materially from the results contemplated by the forward-looking statements contained in this report.

Risks Related to our Business and Industry

Our operations can be difficult to predict because our operating results may fluctuate in future periods, which may adversely affect our stock price. periods.

Our operating results have been in the past, and will continue to be, subject to quarterly and annual fluctuations as a result of numerous factors, some of which may contribute to more pronounced fluctuations in an uncertain global economic environment. These factors include:

- Fluctuations in demand for our products and services, especially with respect to service providers and Internet internet businesses, in part due to changes in the global economic environment
- Changes in sales and implementation cycles for our products and reduced visibility into our customers' spending plans and associated revenue
- Our ability to maintain appropriate inventory levels and purchase commitments
- Price and product competition in the communications and networking industries, which can change rapidly due to technological innovation and different business models from various geographic regions
- The overall movement toward industry consolidation among both our competitors and our customers
- The introduction and market acceptance of new technologies and products, and our success in new and evolving markets, and in emerging technologies, as well as the adoption of new standards
- The transformation of our business to deliver more software and subscription offerings where revenue is recognized over time
- Variations in sales channels, product costs, mix of products sold, or mix of direct sales and indirect sales
- The timing, size, and mix of orders from customers
- Manufacturing and customer lead times
- Fluctuations in our gross margins, and the factors that contribute to such fluctuations
- The ability of our customers, channel partners, contract manufacturers and suppliers to obtain financing or to fund capital expenditures, especially during a period of global credit market disruption or in the event of customer, channel partner, contract manufacturer or supplier financial problems
- Actual events, circumstances, outcomes, and amounts differing from judgments, assumptions, and estimates used in determining the values of certain assets (including the amounts of related valuation allowances), liabilities, and other items reflected in our Consolidated Financial Statements
- How well we execute on our strategy and operating plans and the impact of changes in our business model that could result in significant restructuring charges
- Our ability to achieve targeted cost reductions
- Benefits anticipated from our investments
- Changes in tax laws or accounting rules, or interpretations thereof

As a consequence, operating results for a particular future period are difficult to predict, and, therefore, prior results are not necessarily indicative of results to be expected in future periods. Any of the foregoing factors, or any other factors discussed elsewhere herein, could have a material adverse effect on materially harm our business, results of operations, and financial condition that could adversely affect our stock price. condition.

Our operating results may be adversely affected negatively impacted by unfavorable economic and market conditions and the uncertain geopolitical environment.

Challenging economic conditions, including rising inflation, or other changes, worldwide have from time to time contributed, and may continue to contribute, to slowdowns in the communications and networking industries at large, as well as in specific segments and markets in which we operate, resulting in: reduced demand for our products as a result of continued constraints on IT-related capital spending by our customers, particularly service providers, provider and cloud as well as enterprise and other customer markets as well; markets; increased price competition for our products, not only from our competitors but also as a consequence of customers disposing of unutilized products; risk of excess and obsolete inventories; risk of supply constraints; risk of excess facilities and manufacturing capacity; and higher overhead costs as a percentage of revenue and higher interest expense.

The global macroeconomic environment continues to can be challenging and inconsistent. In certain prior periods, we have seen a broad-based weakening in the global macroeconomic environment which has impacted and could impact in the future certain of our markets. Additionally, instability in the global credit markets, the impact of uncertainty regarding global central bank monetary

policy, the instability in the geopolitical environment in many parts of the world (including as a result of the on-going Russia and Ukraine war, the Israel-Hamas war, and China-Taiwan relations), the current economic challenges in China, including global economic ramifications of Chinese economic difficulties, and other disruptions may continue to put pressure on global economic conditions. If global economic and market conditions, or economic conditions in key markets, remain uncertain or were to deteriorate, further, we may experience material impacts on harm to our business, operating results, and financial condition.

Our operating results in one or more segments may also be affected by uncertain or changing economic conditions particularly germane to that segment or to particular customer markets within that segment. In addition, reports of certain intelligence gathering methods of the U.S. government could affect customers' perception of the products of IT companies which design and manufacture products in the United States. Trust and confidence in us as an IT supplier are critical to the development and growth of our markets. Impairment of that trust, or foreign regulatory actions taken in response to reports of certain intelligence gathering methods of the U.S. government, could affect the demand for our products from customers outside of the United States and could have an adverse effect a negative impact on our operating results.

Our revenue for a particular period is difficult to predict, and a shortfall in revenue may harm our operating results.

As a result of a variety of factors discussed in this report, our revenue for a particular quarter is difficult to predict, especially in light of a which can be exacerbated during periods when the global macroenvironment is challenging and inconsistent global macroeconomic environment (including as a and can result of the on-going Russia and Ukraine war), and related in market uncertainty. Our revenue may grow at a slower rate than in past periods, or decline as it did in fiscal 2024 and certain prior periods. periods on a year-over-year basis. Our ability to meet financial expectations could also be adversely affected negatively impacted if the nonlinear sales pattern seen in some of our past quarters recurs in future periods. During the first nine months of fiscal 2024, we experienced a decline in product demand resulting in a decrease of revenue as customers continued to scrutinize spend as they needed additional time to implement elevated levels of product shipments received in prior quarters. We have also experienced periods of time during which shipments have exceeded net bookings or manufacturing issues have delayed shipments, leading to nonlinearity in shipping patterns. In addition to making it difficult to predict revenue for a particular period, nonlinearity in shipping can increase costs, because irregular shipment patterns result in periods of underutilized capacity and periods in which overtime expenses may be incurred, as well as in potential additional inventory management-related costs. In addition, to the extent that manufacturing issues and any related component shortages result in delayed shipments in the future, and particularly in periods in which our contract manufacturers are operating at higher levels of capacity, it is possible that revenue for a quarter could be adversely affected negatively impacted if such matters occur and are not remediated within the same quarter.

The timing of large orders can also have a significant effect impact on our business and operating results from quarter to quarter. From time to time, we receive large orders that have a significant effect on our operating results in the period in which the order is recognized as revenue. The timing of such orders is difficult to predict, and the timing of revenue recognition from such orders may affect period to period changes in revenue. As a result, our operating results could vary materially from quarter to quarter based on the receipt of such orders and their ultimate recognition as revenue. Longer than normal manufacturing lead times in the past have caused, and in the future could cause, some customers to place the same or a similar order multiple times within our various sales channels and to cancel the duplicative orders upon shipment or receipt of the product, or to also place orders with other vendors with shorter manufacturing lead times. Such multiple ordering (along with other factors) or risk of order cancellation may cause difficulty in predicting our revenue. Further, our efforts to improve manufacturing lead-time performance may result in more variability and less predictability in our revenue and operating results. In addition, when facing component supply-related challenges, we have increased in the past and may in the future increase our efforts in procuring components in order to meet customer expectations, which in turn contribute contributes to an increase in inventory and purchase commitments. In prior periods, we increased our inventory and purchase commitments in light of the significant supply constraints seen industry-wide due to component shortages. These increases in our inventory and purchase commitments to shorten lead times could also lead to potential material excess and obsolete inventory charges or other negative impacts to our product gross margin in future periods if product demand significantly weakens decreases for a sustained duration. duration, we are unable to generate demand for certain products planned for development, or we are unable to continue to mitigate the remaining supply chain exposures. Product demand conditions for future periods can be difficult to predict or may persist longer than anticipated. We plan our operating expense levels based primarily on forecasted revenue levels. These expenses and the impact of long-term commitments are relatively fixed in the short term. A shortfall in revenue could lead to operating results being below expectations because we may not be able to quickly reduce these fixed expenses in response to short-term business changes. Any of the above factors could have a material adverse impact on materially harm our operations and financial results. For additional information and a further discussion of impacts and risks related to our supply constraints, inventory commitments and our purchase commitments with contract manufacturers and suppliers, see Results "Results of Operations—Product Gross Margin—Supply Constraints Chain Impacts and Risks, Liquidity Risks", "Liquidity and Capital Resources—Inventory Supply Chain Chain" under Item 7 and Note 14 to the Consolidated Financial Statements. Statements of this report.

Supply chain issues, including financial problems of contract manufacturers or component suppliers, or a shortage of adequate component supply or manufacturing capacity that increase our costs or cause a delay in our ability to fulfill orders, could have an adverse impact on our business and operating results, and our failure to estimate customer demand properly may result in excess or obsolete component supply, which could adversely affect negatively impact our gross margins.

The fact that we do not own or operate the bulk of our manufacturing facilities and that we are reliant on our extended supply chain could have an adverse impact on the supply of our products and on our business and operating results. Financial problems of either contract manufacturers or component suppliers, reservation of manufacturing capacity at our contract manufacturers by other companies, and industry consolidation occurring within one or more component supplier markets, such as the semiconductor market, in each case, could either limit supply or increase costs.

A reduction or interruption in supply, including disruptions on our global supply chain, caused in part by public health emergencies, geopolitical tensions (including as a result of China-Taiwan relations) or a significant natural disaster (including as a result of climate change); a significant increase in the price of one or more components (including as a result of inflation); a failure to adequately authorize procurement of inventory by our contract manufacturers; a failure to appropriately cancel, reschedule, or adjust our requirements based on our business needs; or a decrease in demand for our products could materially adversely affect harm our business, operating results, and financial condition and could materially damage customer relationships. Furthermore, as a result of binding price or purchase commitments with suppliers, we may be obligated to purchase components at prices that are higher than those available in the current market. In the event that we become committed to purchase components at prices in excess of the current market price when the components are actually used, our gross margins could decrease. In addition, vendors may be under pressure to allocate product to certain customers for business, regulatory or political reasons, and/or demand changes in agreed pricing as a condition of supply. Although we have generally secured additional supply or taken other mitigation actions when significant disruptions have occurred, if similar situations occur in the future, they could have a material adverse effect on materially harm our business, results of operations, and financial condition.

Our growth and ability to meet customer demands depend in part on our ability to obtain timely deliveries of parts from our suppliers and contract manufacturers. We have experienced component shortages in the past, including shortages caused by manufacturing process issues, that have affected our operations, including longer than normal lead times. For example, in recent periods, there was a market shortage of semiconductor and other component supply which affected lead times, the cost of that supply, and our ability to meet customer demand for our products. While supply constraints remain, we saw an overall improvement of such constraints in fiscal 2023. Additionally, we may in the future experience a shortage of certain component parts as a result of our own manufacturing issues, manufacturing issues at our suppliers or contract manufacturers, capacity problems experienced by our suppliers or contract manufacturers including capacity or cost problems resulting from industry consolidation, or strong demand for those parts. Growth in the economy is likely to create greater pressures on us and our suppliers to accurately project overall component demand and component demands within specific product categories and to establish optimal component levels and manufacturing capacity, especially for labor-intensive components, components for which we purchase a substantial portion of the supply, or the re-ramping of manufacturing capacity for highly complex products. During periods of shortages or delays the price of components may increase, or the components may not be available at all, and we may also encounter shortages if we do not accurately anticipate our needs. We may not be able to secure enough components at reasonable prices or of acceptable quality to build new products in a timely manner in the quantities or configurations needed. Accordingly, our revenue and gross margins could suffer until other sources can be developed.

Our operating results would also be adversely affected if, anticipating greater demand than actually develops, we commit to the purchase of more components than we need, which is more likely to occur during periods of demand uncertainties such as we have experienced in recent periods and expect to continue to experience over the short- and medium-term. Although in many cases we use standard parts and components for our products, certain components are presently available only from a single source or limited sources, and a global economic downturn and related market uncertainty could negatively impact the availability of components from one or more of these sources, especially during times such as we have recently seen when there are supplier constraints based on labor and other actions taken during economic downturns. We may not be able to diversify sources in a timely manner, which could harm our ability to deliver products to customers and seriously impact present and future sales.

We believe that we may be faced with the following challenges in the future: new markets in which we participate may grow quickly, which may make it difficult to quickly obtain significant component capacity; as we acquire companies and new technologies, we may be dependent on unfamiliar supply chains or relatively small supply partners; and we face competition for certain components that are supply-constrained, from existing competitors, and companies in other markets.

Manufacturing capacity and component supply constraints could continue to be significant issues for us. We purchase components from a variety of suppliers and use several contract manufacturers to provide manufacturing services for our products. During the normal course of business, in order to improve manufacturing lead-time performance and to help ensure adequate component supply, we enter into agreements with contract manufacturers and suppliers that either allow them to procure inventory based upon criteria as defined by us or that establish the parameters defining our requirements. In certain instances, these agreements allow us the option to cancel, reschedule, and adjust our requirements based on our business needs prior to firm orders being placed. When facing component supply-related challenges we have increased our efforts in procuring components in order to meet customer expectations, which in turn contributes to an increase in inventory and purchase

commitments. In past periods, we increased our inventory and purchase commitments in light of the supply constraints seen industry-wide due to component shortages. These increases in our inventory and purchase commitments to shorten lead times could also lead to potential material excess and obsolete inventory charges or other negative impacts to our product gross margin in future periods if we fail to anticipate customer demand properly and product demand significantly weakens decreases for a sustained duration. duration, we are unable to generate demand for certain products planned for development, or we are unable to continue to mitigate the remaining supply chain exposures. Product demand conditions for future periods can be difficult to predict or may persist longer than anticipated. For additional information and a further discussion of impacts and risks related to our supply constraints, inventory commitments and our purchase commitments with contract manufacturers and suppliers, see Results "Results of Operations—Product Gross Margin—Supply Constraints Chain Impacts and Risks, Liquidity Risks" and, "Liquidity and Capital Resources—Inventory Supply Chain Chain" under Item 7 and Note 14 to the Consolidated Financial Statements. Statements of this report.

We expect gross margin to vary over time, and our level of product gross margin may not be sustainable.

Although our product gross margin increased in fiscal 2023, 2024, our level of product gross margins declined in fiscal 2022 and have declined in certain prior periods, on a year-over-year basis, and could decline in future periods due to adverse impacts from various factors, including:

- Changes in customer, geographic, or product mix, including the mix of configurations within each product group hardware and software
- Introduction of new products, including products with price-performance advantages, and new business models including (including continuing to increase the transformation use of our business to deliver more software and subscription offerings models where revenue is recognized over multiple periods)
- Our ability to reduce production costs
- Entry into new markets or growth in lower margin markets, including markets with different pricing and cost structures, through acquisitions or internal development
- Sales discounts
- Increases in material, labor or other manufacturing-related costs (i.e. component costs, broker fees, expedited freight and overtime) or higher supply chain logistics costs, any of which could be significant, especially during periods of supply constraints for certain costs, such as those that have impacted the market for components, including semiconductors and memory in past periods, and which costs have in the past and may continue to be exacerbated by inflation
- Excess inventory, inventory holding charges, and obsolescence charges
- Changes in shipment volume
- The timing of revenue recognition and revenue deferrals
- Increased costs (including those caused by tariffs or economic conditions, including inflation), loss of cost savings or dilution of savings due to changes in component pricing or charges incurred due to inventory holding periods if parts ordering does not correctly anticipate product demand or if the financial health of either contract manufacturers or suppliers deteriorates
- Lower than expected benefits from value engineering
- Increased price competition, including competitors from Asia, especially from China
- Changes in distribution channels
- Increased warranty or royalty costs
- Increased amortization of purchased intangible assets, especially from acquisitions
- How well we execute on our strategy and operating plans

Changes in service gross margin may result from various factors such as changes in the mix between technical support services and advanced services, as well as the timing of technical support service contract initiations and renewals, and the addition of personnel and other related costs, and other resources to support higher levels of service business in future periods.

Sales to the service provider and cloud market are especially volatile, and weakness in orders from this industry may harm our operating results and financial condition.

Sales to the service provider and cloud market have been characterized by large and sporadic purchases, especially relating to our router sales and sales of certain other Secure, Agile Networks Networking and Collaboration products, in addition to longer sales cycles. Service provider and cloud product orders significantly decreased during fiscal 2023 2024 and we have experienced similar weakness declines in certain prior periods. Product orders from the service provider and cloud market could continue to decline and, as has been the case in the past, such weakness could persist over extended periods of time given fluctuating market conditions. Products in the service provider and cloud market could also face a high degree of customer concentration, with bespoke product designs and features that would be difficult to sell to alternate customers should the primary customer reduce its product orders with Cisco. Sales activity in this industry depends upon the stage of completion of expanding network infrastructures; the availability of

funding; and the extent to which service providers provider and cloud customers are affected by regulatory, economic, and business conditions in the country of operations. Weakness in orders from this industry, including as a result of any slowdown in capital expenditures by service providers (which may be more prevalent during a global economic downturn, or periods of economic, political or regulatory uncertainty), could have a material adverse effect on materially harm our business, operating results, and financial condition. Such slowdowns may continue or recur in future periods. Orders from this industry could decline for many reasons other than the competitiveness of our products and services within their respective markets. For example, in the past, many of our service provider and cloud customers have been materially and adversely affected negatively impacted by slowdowns in the general economy, by overcapacity, by changes in the service provider and cloud market, by regulatory developments, and by constraints on capital availability, resulting in business failures and substantial reductions in spending and expansion plans. These conditions have materially harmed negatively impacted our business and operating results in the past, and could affect materially harm our business and operating results in any future period. Finally, service provider and cloud customers typically have longer implementation cycles; require a broader range of services, including design services; demand that vendors take on a larger share of risks; often require acceptance provisions, which can lead to a delay in revenue recognition; and expect financing from vendors. All these factors can add further risk to business conducted with service providers.

Disruption of or changes in our distribution model could harm our sales and margins.

If we fail to manage distribution of our products and services properly, or if our distributors' financial condition or operations weaken, our revenue and gross margins could be adversely affected. negatively impacted. A substantial portion of our products and services is sold through our channel partners, and the remainder is sold through direct sales. Our channel partners include systems integrators, service providers, other third-party resellers, and distributors. Systems integrators and service providers typically sell directly to end users and often provide system installation, technical support, professional services, and other support services in addition to network equipment sales. Systems integrators also typically integrate our products into an overall solution, and a number of service providers are also systems integrators. Distributors stock inventory and typically sell to systems integrators, service providers, and other third-party resellers. We refer to sales through distributors as our two-tier system of sales to the end customer. If sales through indirect channels increase, this may lead to greater difficulty in forecasting the mix of our products and, to a degree, the timing of orders from our customers.

Historically, we have seen fluctuations in our gross margins based on changes in the balance of our distribution channels. There can be no assurance that changes in the balance of our distribution model in future periods would not have an adverse effect on our gross margins and profitability. Some factors could result in disruption of or changes in our distribution model, which could harm our sales and margins, including the following: competition with some of our channel partners, including through our direct sales, which may lead these channel partners to use other suppliers that do not directly sell their own products or otherwise compete with them; some of our channel partners may demand that we absorb a greater share of the risks that their customers may ask them to bear; some of our channel partners may have insufficient financial resources and may not be able to withstand changes and challenges in business conditions; and revenue from indirect sales could suffer if our distributors' financial condition or operations weaken. In addition, we depend on our channel partners globally to comply with applicable regulatory requirements. To the extent that they fail to do so, that could have a material adverse effect on materially harm our business, operating results, and financial condition. Further, sales of our products outside of agreed territories can result in disruption to our distribution channels.

The markets in which we compete are intensely competitive, which could adversely affect negatively impact our achievement of revenue growth.

The markets in which we compete are characterized by rapid change, converging technologies, and a migration to networking and communications solutions that offer relative advantages. These market factors represent a competitive threat to us. We compete with numerous vendors in each product category. The overall number of our competitors providing niche product solutions may increase. Also, the identity and composition of competitors may change as we increase our activity in newer product areas, and in key priority and growth areas. For example, as products related to network programmability, such as software defined networking (SDN) products, have become more prevalent, we have faced increased competition from companies that develop networking products based on commoditized hardware, referred to as "white box" hardware, to the extent customers decide to purchase those product offerings instead of ours. In addition, the growth in demand for technology delivered as a service enables new competitors to enter the market. As we continue to expand globally, we may see new competition in different geographic regions. In particular, we have experienced price-focused competition from competitors in Asia, especially from China, and we anticipate this will continue. For information regarding our competitors, see the section entitled "Competition" contained in *Item "Item 1. Business*Business" of this report.

Some of our competitors compete across many of our product lines, while others are primarily focused in a specific product area. Barriers to entry are relatively low, and new ventures to create products that do or could compete with our products are regularly formed. In addition, some of our competitors may have greater resources, including technical and engineering resources, than we do. As we expand into new markets, we will face competition not only from our existing competitors but

also from other competitors, including existing companies with strong technological, marketing, and sales positions in those markets. We also sometimes face competition from resellers and distributors of our products. Companies with which we have strategic alliances in some areas may be competitors in other areas, and this trend may increase. For example, the enterprise data center is undergoing a fundamental transformation arising from the convergence of technologies, including computing, networking, storage, and software, that previously were segregated. Due to several factors, including the availability of highly scalable and general purpose microprocessors, ASICs offering advanced services, standards based protocols, cloud computing and virtualization, the convergence of technologies within the enterprise data center is spanning multiple, previously independent, technology segments. Also, some of our current and potential competitors for enterprise data center business have made acquisitions, or announced new strategic alliances, designed to position them to provide end-to-end technology solutions for the enterprise data center. As a result of all of these developments, we face greater competition in the development and sale of enterprise data center technologies, including competition from entities that are among our long-term strategic alliance partners. Companies that are strategic alliance partners in some areas of our business may acquire or form alliances with our competitors, thereby reducing their business with us.

The principal competitive factors in the markets in which we presently compete and may compete in the future include the ability to sell successful business outcomes; the ability to provide a broad range of networking and communications products and services; product performance; price; the ability to introduce new products, including providing continuous new customer value and products with price-performance advantages; the ability to reduce production costs; the ability to provide value-added features such as security, reliability, and investment protection; conformance to standards; market presence; the ability to provide financing; and disruptive technology shifts and new business models.

We also face competition from customers to which we license or supply technology and suppliers from which we transfer technology. The inherent nature of networking requires interoperability. As such, we must cooperate and at the same time compete with many companies. Any inability to effectively manage these complicated relationships with customers, suppliers, and strategic alliance partners could have a material adverse effect on materially harm our business, operating results, and financial condition and accordingly affect our chances of success.

If we do not successfully manage our strategic alliances, we may not realize the expected benefits from such alliances, and we may experience increased competition or delays in product development.

We have several strategic alliances with large and complex organizations and other companies with which we work to offer complementary products and services. These arrangements are generally limited to specific projects, the goal of which is generally to facilitate product compatibility and adoption of industry standards. There can be no assurance we will realize the expected benefits from these strategic alliances or from joint ventures. If successful, these relationships may be mutually beneficial and result in industry growth. However, alliances carry an element of risk because, in most cases, we must compete in some business areas with a company with which we have a strategic alliance and, at the same time, cooperate with that company in other business areas. Also, if these companies fail to perform or if these relationships fail to materialize as expected, we could suffer delays in product development or other operational difficulties. Joint ventures can be difficult to manage, given the potentially different interests of joint venture partners.

Inventory management relating to our sales to our two-tier distribution channel is complex, and excess inventory may harm our gross margins.

We must manage inventory relating to sales to our distributors effectively, because inventory held by them could affect our results of operations. Our distributors may increase orders during periods of product shortages, cancel orders if their inventory is too high, or delay orders in anticipation of new products. They also may adjust their orders in response to the supply of our products and the products of our competitors that are available to them, and in response to seasonal fluctuations in end-user demand. Our distributors are generally given business terms that allow them to return a portion of inventory, receive credits for changes in selling price, and participate in various cooperative marketing programs. Inventory management remains an area of focus as we balance the need to maintain strategic inventory levels to ensure competitive lead times against the risk of inventory obsolescence because of rapidly changing technology and customer requirements. When facing component supply-related challenges, we have increased our efforts in procuring components in order to meet customer expectations. If we ultimately determine that we have excess inventory, we may have to reduce our prices and write down inventory, which in turn could result in lower gross margins.

Our financial performance may be negatively impacted by demand for, and costs to deliver, our software subscription offerings; and interruptions or performance problems associated with these offerings, including interruptions or performance problems caused by third-party providers on which we rely, may negatively impact our business and financial results.

In recent years, we have shifted our business model to deliver more recurring software and subscription offerings. This shift in our business model was accelerated by recent acquisitions, including our acquisition of Splunk in the third quarter of fiscal 2024. Market acceptance of our software subscription offerings, which includes our as-a-service solutions, can be affected by a variety of factors, including: security, reliability, performance, terms of service, support terms, customer preference, community engagement, concerns regarding data privacy or data protection, and the enactment of laws or regulations in jurisdictions in which we operate. To generate sales growth for our software subscription offerings, we need to convince potential customers to purchase new licenses or subscriptions and generate timely renewals and additional purchases from existing customers. Any failure to do so could result in decreased revenue, reduced sales, increased churn or otherwise negatively impact our results of operations and financial condition. Further, growth of our software subscription offerings depends, in part, on the ability of customers to use and access these solutions. We have experienced, and may in the future experience, interruptions in service, storage failures, and other performance-related problems due to a variety of factors, such as infrastructure and software changes, human or software errors, capacity constraints, unauthorized access, denial of service or other cyber attacks. In some instances, we may not be able to timely identify the cause or causes of these performance problems and, even if timely identified, we may be unable to timely remediate the underlying cause. It may become increasingly difficult to maintain and improve our performance for our software subscription offerings, especially during peak usage times and as our solutions become more complex and our user traffic increases. Performance-related issues of our software subscription offerings may result in increased operational costs, delays in new feature rollouts, customer loss, reputational damage, and legal or regulatory liability, including liability under customer contracts or for losses suffered by our customers.

To deliver our software subscription offerings, we have incurred and will continue to incur substantial costs to implement and maintain this business. We make significant investments to increase or maintain capacity and to develop and implement new technologies in our infrastructure and operations, including those provided by third-party providers on which we rely. We may not be successful in developing or implementing these technologies. To the extent that we do not effectively scale our operations to meet the needs of our customers and to maintain performance as our customers expand their use of our solutions, we may not be able to grow this business as quickly as we anticipate, our customers may reduce or cancel use of our solutions, and we may be unable to compete as effectively and our business and results of operations may be harmed. Additionally, if our costs associated with our software subscription offerings were to significantly increase, our business, results of operations and financial condition may be negatively impacted. We are also subject to the risk of performance-related problems or interruption of the services provided by third-party providers on which we rely, which could cause revenues for software subscription offerings to decline, damage to our reputation, legal liability exposure, and/or increased expenses, all of which could negatively impact our business, results of operations, and financial condition.

We depend upon the development of new products and services, and enhancements to existing products and services, and if we fail to predict and respond to emerging technological trends and customers' changing needs, our operating results and market share may suffer.

The markets for our products and services are characterized by rapidly changing technology, evolving industry standards, new product and service introductions, and evolving methods of building and operating networks. Our operating results depend on our ability to develop and introduce new products and services into existing and emerging markets and to reduce the production costs of existing products. If customers do not purchase and/or renew our offerings our business could be harmed.

The process of developing new technology, including more programmable, flexible and virtual networks, and technology related to other market transitions— such as artificial intelligence, security, digital transformation and IoT, observability, and cloud— is complex and uncertain, and if we fail to accurately predict customers' changing needs and emerging technological trends our business could be harmed. We must commit significant resources, including the investments we have been making in our strategic priorities to developing new products and services before knowing whether our investments will result in products and services the market will accept. In particular, if our model of the evolution of networking, security, or observability does not emerge as we believe it will, or if the industry does these industries do not evolve as we believe it they will, or if our strategy for addressing this evolution is not successful, many of our strategic initiatives and investments may be of no or limited value. For example, if we do not introduce products related to network programmability, such as software-defined-networking products, these markets in a timely fashion, or if product offerings in this market that ultimately succeed are based on technology, or an approach to technology, that differs from ours, such as, for example, networking products based on "white box" hardware, our business could be harmed. Similarly, our business could be harmed if we fail to develop, or fail to develop in a timely fashion, offerings to address other transitions, or if the offerings addressing these other transitions that ultimately succeed are based on technology, or an approach to technology, different from ours. In addition, our business could be adversely affected negatively impacted in periods surrounding our new product introductions if customers delay purchasing decisions to qualify or otherwise evaluate the new product offerings. We have also been transforming our business to move from selling individual products and services to selling products and services integrated into architectures and solutions, and we are seeking to meet the evolving needs of customers which include offering our products and solutions in the manner in which customers wish to consume them. As a part of this transformation, these efforts, we continue to make changes to how we are organized and how we build and deliver our technology, including changes in our business models with customers. If our strategy for addressing our customer needs, or the architectures and solutions we develop do not meet those needs, or the changes we are making in how we are organized and how we build and deliver or technology is incorrect or ineffective, our business could be harmed.

Furthermore, we may not execute successfully on our vision or strategy because of challenges with regard to product planning and timing, technical hurdles that we fail to overcome in a timely fashion, or a lack of appropriate resources. This could result in competitors, some of which may also be our strategic alliance partners, providing those solutions before we do and loss of market share, revenue, and earnings. In addition, the growth in demand for technology delivered as a service enables new competitors to enter the market. The success of new products and services depends on several factors, including proper new product and service definition, component costs, timely completion and introduction of these products and services, differentiation of new products and services from those of our competitors, and market acceptance of these products and

services. There can be no assurance that we will successfully identify new product and services opportunities, develop and bring new products and services to market in a timely manner, or achieve market acceptance of our products and services or that products, services and technologies developed by others will not render our products, services or technologies obsolete or noncompetitive. The products and technologies in our other product categories and key priority and growth areas may not prove to have the market success we anticipate, and we may not successfully identify and invest in other emerging or new products and services.

Changes in industry structure and market conditions could lead to charges related to discontinuances of certain of our products or businesses, asset impairments and workforce reductions or restructurings.

In response to changes in industry and market conditions, we may be required to strategically realign our resources and to consider restructuring, disposing of, or otherwise exiting businesses. Any resource realignment, or decision to limit investment in or dispose of or otherwise exit businesses, may result in the recording of special charges, such as inventory and technology-related write-offs, workforce reduction or restructuring costs, charges relating to consolidation of excess facilities, or claims from third parties who were resellers or users of discontinued products. Our estimates with respect to the useful life or ultimate recoverability of our carrying basis of assets, including purchased intangible assets, could change as a result of such assessments and decisions. Although in certain instances our supply agreements allow us the option to cancel, reschedule, and adjust our requirements based on our business needs prior to firm orders being placed, our loss contingencies may include liabilities for contracts that we cannot cancel with contract manufacturers and suppliers. Further, our estimates relating to the liabilities for excess facilities are affected by changes in real estate market conditions. Additionally, we are required to perform goodwill impairment tests on an annual basis and between annual tests in certain circumstances, and future goodwill impairment tests may result in a charge to earnings. We initiated a From time to time we initiate restructuring plan in the second quarter of fiscal 2023, for which we expect such plan to be substantially completed by the end of the first quarter of fiscal 2024. plans. Our business may not be more efficient or effective than prior to implementation of the plan. such plans. Our restructuring activities, including any related charges and the impact of the related headcount restructurings, could have a material adverse effect on materially harm our business, operating results, and financial condition.

Over the long term we intend to invest in engineering, sales, service and marketing activities, and in key priority and growth areas, and these investments may achieve delayed, or lower than expected, benefits which could harm our operating results.

While we intend to focus on managing our costs and expenses, over the long term, we also intend to invest in personnel and other resources related to our engineering, sales, service and marketing functions as we realign and dedicate resources on key priority areas, such as AI, cloud, and growth areas. cybersecurity. We also intend to focus on maintaining leadership in core networking and services. We are likely to recognize the costs associated with these investments earlier than some of the anticipated benefits, and the return on these investments may be lower, or may develop more slowly, than we expect. If we do not achieve the benefits anticipated from these investments (including if our selection of areas for investment does not play out as we expect), or if the achievement of these benefits is delayed, our operating results may be adversely affected. negatively impacted.

We have made and expect to continue to make acquisitions that could disrupt our operations and harm our operating results.

Our growth depends upon market growth, our ability to enhance our existing products, and our ability to introduce new products on a timely basis. We intend to continue to address the need to develop new products and enhance existing products through acquisitions of other companies, product lines, technologies, and personnel. Acquisitions involve numerous risks, including the following:

- Difficulties or delays in integrating the operations (including IT security), systems, technologies, products, and personnel of the acquired companies, particularly with companies that have large and widespread operations and/or complex products (such as Splunk)
- Diversion of management's attention from normal daily operations of the business and the challenges of managing larger and more widespread operations resulting from acquisitions
- Potential difficulties in completing projects associated with in-process research and development intangibles
- Difficulties in entering markets in which we have no or limited direct prior experience and where competitors in such markets have stronger market positions
- Initial dependence on unfamiliar supply chains or relatively small supply partners
- Insufficient revenue to offset increased expenses associated with acquisitions
- The potential loss of key employees, customers, distributors, vendors and other business partners of the companies we acquire following and continuing after announcement of acquisition plans

Acquisitions have in the past and may in the future also cause us to:

- Issue common stock that would dilute our current stockholders' percentage ownership
- Use a substantial portion of our cash resources, or incur debt
- Significantly increase our interest expense, leverage and debt service requirements if we incur additional debt to pay for an acquisition
- Assume liabilities
- Record goodwill and intangible assets that are subject to impairment testing on a regular basis and potential periodic impairment charges
- Incur amortization expenses related to certain intangible assets
- Incur tax expenses related to the effect of acquisitions on our legal structure
- Incur large write-offs and restructuring and other related expenses
- Become subject to intellectual property or other litigation

Mergers and acquisitions of high-technology companies are inherently risky and subject to many factors outside of our control, and no assurance can be given that our previous or future acquisitions will be successful and will not materially adversely affect harm our business, operating results, or financial condition. Failure to manage and successfully integrate acquisitions could materially harm our business and operating results. Prior acquisitions have resulted in a wide range of outcomes, from successful introduction of new products and technologies to a failure to do so. Even when an acquired company has already developed and marketed products, there can be no assurance that product enhancements will be made in a timely fashion or that pre-acquisition due diligence will have identified all possible issues that might arise with respect to such products. In addition, our effective tax rate for future periods is uncertain and could be impacted by mergers and acquisitions. Risks related described with respect to new product development also apply to acquisitions.

Entrance into new or developing markets exposes us to additional competition and will likely increase demands on our service and support operations.

As we focus on new market opportunities and key priority areas, such as AI, cloud, and growth areas, cybersecurity, we compete with large telecommunications and other equipment suppliers as well as startup companies. companies of all sizes. Several of our competitors may have greater resources, including technical and engineering resources, than we do. Additionally, as customers in these markets complete infrastructure deployments, they may require greater levels of service, support, and financing than we have provided in the past, especially in emerging countries. Demand for these types of service, support, or financing contracts may increase in the future. There can be no assurance that we can provide products, service, support, and financing to effectively compete for these market opportunities. Further, entry into other markets has subjected and will subject us to additional risks, particularly to those markets, including the effects of general market conditions and reduced consumer confidence. For example, as we add direct selling capabilities globally to meet changing customer demands, we will face increased legal and regulatory requirements.

Product quality problems could lead to reduced revenue, gross margins, and net income.

We produce highly complex products that incorporate leading-edge technology, including both hardware and software. Software typically contains bugs or other quality or reliability problems that can unexpectedly interfere with expected operations. its intended operations or the intended operation of the systems in which our software is installed. There can be no assurance that our pre-shipment or pre-release testing programs will be adequate to detect all defects, either ones in individual products or ones that could affect numerous shipments, which might interfere with customer satisfaction, reduce sales opportunities, or affect gross margins. From time to time, we have had to replace certain components and provide remediation in response to the discovery of defects or bugs in products that we had shipped. There can be no assurance that such remediation, depending on the product involved, would not have a material impact. An inability to cure a product defect or bug could result in the failure of a product line, temporary or permanent withdrawal from a product or market, damage to our reputation, inventory costs, or product reengineering expenses or legal liability, any of which could have a material impact on materially harm our revenue, margins, and net income.

Due to the global nature of our operations, political or economic changes or other factors in a specific country or region could harm our operating results and financial condition.

We conduct significant sales and customer support operations in countries around the world. As such, our growth depends in part on our increasing sales into emerging countries. We also depend on non-U.S. operations of our contract manufacturers, component suppliers and distribution partners. Our business in emerging countries in the aggregate experienced a decline in orders in certain prior periods. We continue to assess the sustainability of any improvements in our business in these countries and there can be no assurance that our investments in these countries will be successful. Our future results could be materially adversely affected negatively impacted by a variety of political, economic or other factors relating to our operations inside and outside the United States, any or all of which could have a material adverse effect on materially harm our operating results and financial condition, including the following: impacts from

global central bank monetary policy; issues related to the political relationship between the United States and other countries that can affect regulatory matters, affect the willingness of customers in those countries to purchase products from companies headquartered in the United States or affect our ability to procure components if a government body were to deny us access to those components; government-related disruptions or shutdowns; the challenging and inconsistent global macroeconomic environment; foreign currency exchange rates; geopolitical tensions (including China-Taiwan relations); political or social unrest; economic instability or weakness or natural disasters in a specific country or region, including economic challenges in China and global economic ramifications of Chinese economic difficulties; environmental protection regulations (including new laws and regulations related to climate change); trade protection measures, such as tariffs, and tariffs; other legal and regulatory requirements, some of which may affect our ability to import our products to, export our products from, or sell our products in various countries or affect our ability to procure components; political considerations that affect service provider and government spending patterns; health or similar issues, including pandemics or epidemics; difficulties in staffing and managing international operations; and adverse tax consequences, including imposition of withholding or other taxes on our global operations.

Issues related to the development and use of artificial intelligence (AI) could give rise to legal and/or regulatory action, damage our reputation or otherwise materially harm of our business.

We currently incorporate AI technology in certain of our products and services and in our business operations. Our research and development of such technology remains ongoing. AI presents risks and challenges and may result in unintended consequences that could affect its further development or our and our customers' adoption and use of this technology. AI algorithms and training methodologies may be flawed. Additionally, AI technologies are complex and rapidly evolving, and we face significant competition in the market and from other companies regarding such technologies. Leveraging AI capabilities to potentially improve our internal functions and operations also presents further risks, costs, and challenges. While we aim to develop and use AI responsibly and attempt to identify and mitigate ethical and legal issues presented by its use, we may be unsuccessful in identifying or resolving issues before they arise. The AI-related legal and regulatory landscape remains uncertain and may be inconsistent from jurisdiction to jurisdiction. Our obligations to comply with the evolving legal and regulatory landscape could entail significant costs or limit our ability to incorporate certain AI capabilities into our offerings. AI-related issues, deficiencies and/or failures could (i) also give rise to legal and/or regulatory action, including with respect to proposed legislation regulating AI in jurisdictions such as the European Union and others, and as a result of new applications of existing data protection, privacy, intellectual property, and other laws; (ii) damage our reputation; or (iii) otherwise materially harm our business.

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

Most of our sales are on an open credit basis, with typical payment terms of 30 days in the United States, and, because of local customs or conditions, longer in some markets outside the United States. Beyond our open credit arrangements, we have also experienced demands for customer financing and facilitation of leasing arrangements. Our loan financing arrangements may include not only financing the acquisition of our products and services but also providing additional funds for other costs associated with network installation and integration of our products and services. Our exposure to the credit risks relating to our financing activities may increase if our customers are adversely affected negatively impacted by a global economic downturn or periods of economic uncertainty. There can be no assurance that programs we have in place to monitor and mitigate credit risks will be effective. In the past, there have been significant bankruptcies among customers both on open credit and with loan or lease financing arrangements, particularly among Internet internet businesses and service providers, causing us to incur economic or financial losses. There can be no assurance that additional losses will not be incurred. Although these losses have not been material to date, future losses, if incurred, could materially harm our business, and have a material adverse effect on our operating results, and or financial condition. Additionally, to the degree that turmoil in the credit markets makes it more difficult for some customers to obtain financing, those customers' ability to pay could be adversely impacted, which in turn could have a material adverse impact on materially harm our business, operating results, and financial condition.

We are exposed to fluctuations in the market values of our portfolio investments and in interest rates; impairment of our investments could harm our earnings.

We maintain an investment portfolio of various holdings, types, and maturities. Our portfolio includes available-for-sale debt investments and equity investments, the values of which are subject to market price volatility. If such investments suffer market price declines, as we experienced with some of our investments in the past, we may recognize in earnings the decline in the fair value of our investments below their cost basis. Our privately held investments are subject to risk of loss of investment capital. These investments are inherently risky because the markets for the technologies or products they have under development are typically in the early stages and may never materialize. We could lose our entire investment in these companies. For information regarding the market risks associated with the fair value of portfolio investments and interest rates, refer to the section titled "Quantitative and Qualitative Disclosures About Market Risk."

We are exposed to fluctuations in currency exchange rates that could negatively impact our financial results and cash flows.

Because a significant portion of our business is conducted outside the United States, we face exposure to adverse movements in foreign currency exchange rates, including emerging market currencies which can have extreme currency volatility. An increase in the value of the dollar could increase the real cost to our customers of our products in those markets outside the United States where we sell in dollars and a weakened dollar could increase the cost of local operating expenses and procurement of raw materials to the extent that we must purchase components in foreign currencies. These exposures may change over time as business practices evolve, and they could have a material adverse impact on materially harm our financial results and cash flows.

Failure to retain and recruit key personnel would harm our ability to meet key objectives.

Our success has always depended in large part on our ability to attract and retain highly skilled technical, managerial, sales, and marketing personnel. Competition for such personnel is intense, especially in the Silicon Valley area of Northern California and other major United States locations. Stock incentive plans are designed to reward employees for their long-term contributions and provide incentives for them to remain with us. Volatility or lack of positive performance in our stock price or equity incentive awards, or changes to our overall compensation program, including our stock incentive program, resulting from the management of share dilution and share-based compensation expense or otherwise, may also adversely affect negatively impact our ability to retain key employees. As a result of one or more of these factors, we may increase our hiring in geographic areas outside the United States, which could subject us to additional geopolitical and exchange rate risk. The loss of services of any of our key personnel; the inability to retain and attract qualified personnel in the future; or delays in hiring required personnel, particularly in engineering and sales fields, could make it difficult to meet key objectives, such as timely and effective product introductions. In addition, companies in our industry whose employees accept positions with competitors frequently claim that competitors have engaged in improper hiring practices. We have received these claims in the past and may receive additional claims to this effect in the future.

Adverse resolution of litigation or governmental investigations may harm our operating results or financial condition.

We are a party to lawsuits in the normal course of our business. Additionally, in connection with the Russia and Ukraine war and our decision to stop business operations and orderly wind down our business in Russia, there are existing claims and lawsuits in Russia, and the potential for future claims and lawsuits in Russia and/or Belarus, related to such decision and related trade restrictions and sanctions. In the event of an unfavorable resolution of any of these lawsuits, the potential outcome could include the seizure of our assets in Russia and/or Belarus, which, collectively, represents less than 0.1% of our total assets at the end of fiscal 2023. Litigation Any litigation can be costly, lengthy, and disruptive to normal business operations. Moreover, the results of complex legal proceedings are difficult to predict. An unfavorable resolution of lawsuits or governmental investigations could have a material adverse effect on materially harm our business, operating results, or financial condition. For additional information regarding certain of the matters in which we are involved, see Note 14 to the Consolidated Financial Statements, subsection (f) "Legal Proceedings."

Our operating results may be adversely affected negatively impacted and damage to our reputation may occur due to the production and sale of counterfeit versions of our products.

As is the case with leading products around the world, our products are subject to efforts by third parties to produce counterfeit versions of our products. While we work diligently with law enforcement authorities in various countries to block the manufacture of counterfeit goods and to interdict their sale, and to detect counterfeit products in customer networks, and have succeeded in prosecuting counterfeiters and their distributors, resulting in fines, imprisonment and restitution to us, there can be no guarantee that such efforts will succeed. While counterfeiters often aim their sales at customers who might not have otherwise purchased our products due to lack of verifiability of origin and service, such counterfeit sales, to the extent they replace otherwise legitimate sales, could adversely affect negatively impact our operating results.

Changes in our provision for income taxes or adverse outcomes resulting from examination of our income tax returns could adversely affect negatively impact our results.

Our provision for income taxes is subject to volatility and could be adversely affected negatively impacted by earnings being lower than anticipated in countries that have lower tax rates and higher than anticipated in countries that have higher tax rates; by changes in the valuation of our deferred tax assets and liabilities; by changes to foreign-derived intangible income, global intangible low-tax income and base erosion and anti-abuse tax, research and development capitalization and amortization, and corporate alternative minimum tax laws, regulations, or interpretations thereof; by expiration of or lapses in tax incentives; by transfer pricing adjustments, including the effect of acquisitions on our legal structure; by tax effects of nondeductible compensation; by tax costs related to intercompany realignments; by changes in accounting principles; or by changes in tax laws and regulations, treaties, or interpretations thereof, including changes to the taxation of earnings of our foreign subsidiaries, the deductibility of expenses attributable to foreign income, and the foreign tax credit rules. Significant judgment is required to determine the recognition and measurement attribute prescribed in the accounting guidance for uncertainty in income taxes. The Organisation for Economic Co-operation and Development (OECD), an international association comprised of 38 countries, including the United States, has made changes, including a Pillar Two framework that imposes a minimum tax rate of 15% in each taxing jurisdiction, and is contemplating additional changes to numerous long-standing tax principles. There can be no assurance that these changes and any contemplated changes if finalized, once adopted by countries, will not have an adverse impact on our provision for income taxes. Further, as a result of certain of our ongoing employment and capital investment actions and

commitments, our income in certain countries was subject to reduced tax rates. Our failure to meet these commitments could adversely impact our provision for income taxes. In addition, we are subject to the continuous examination of our income tax returns by the Internal Revenue Service (IRS) and other tax authorities. We regularly assess the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. There can be no assurance that the outcomes from these continuous examinations will not have an adverse effect on our operating results and financial condition.

Our business and operations are especially subject to the risks of earthquakes, floods, and other natural catastrophic events (including as a result of global climate change).

Our corporate headquarters, including certain of our research and development operations are located in the Silicon Valley area of Northern California, a region known for seismic activity. Additionally, a certain number of our facilities are located near rivers that have experienced flooding in the past. Also certain of our customers, suppliers and logistics centers are located in regions that have been or may be affected by earthquake, tsunami and flooding or other weather-related activity which in the past has disrupted, and in the future could disrupt, the flow of supply chain components and delivery of products. In addition, global climate change may result in significant natural disasters occurring more frequently and/or with greater intensity, such as drought, wildfires, storms, sea-level rise, changing precipitation, and flooding. We have not to date experienced a material event as a result of these kinds of natural disasters; however, the occurrence of any such event in the future could have a material adverse impact on materially harm our business, operating results, and financial condition.

Terrorism, war, and other events may harm our business, operating results and financial condition.

The continued threat of terrorism and heightened security and military action in response thereto, or any other current or future acts of terrorism, war (such as the on-going Russia Russia-Ukraine war and Ukraine the Israel-Hamas war), and other events (such as economic sanctions, and trade restrictions and reactions of the governments, markets and the general public, including those the sanctions and restrictions related to the on-going Russia and Ukraine Russia-Ukraine war) may cause further disruptions to the economies of the United States and other countries and create further uncertainties or could otherwise negatively impact our business, operating results, and financial condition. Likewise, events such as loss of infrastructure and utilities services such as energy,

transportation, or telecommunications could have similar negative impacts. To the extent that such disruptions or uncertainties result in delays or cancellations of customer orders or the manufacture or shipment of our products, our business, operating results, and financial condition could be materially and adversely affected. harmed.

There can be no assurance that our operating results and financial condition will not be adversely affected negatively impacted by our incurrence of debt.

As of the end of fiscal 2023, 2024, we have senior unsecured notes outstanding in an aggregate principal amount of $8.5 billion $20.3 billion that mature at specific dates from calendar year 2023 2025 through 2040. 2064. We have also established a commercial paper program under which we may issue short-term, unsecured commercial paper notes on a private placement basis up to a maximum aggregate amount outstanding at any time of $10.0 billion $15.0 billion. We had no $10.9 billion in commercial paper notes outstanding under this program as of July 29, 2023July 27, 2024. There can be no assurance that our incurrence of this debt or any future debt, including any additional debt to refinance maturing debt, will be a better means of providing liquidity to us than would our use of our existing cash resources. Further, we cannot be assured that our maintenance of this indebtedness or incurrence of future indebtedness will not adversely affect negatively impact our operating results or financial condition. In addition, changes by any rating agency to our credit rating can negatively impact the value and liquidity of both our debt and equity securities, as well as the terms upon which we may borrow under our commercial paper program or future debt issuances.

Our reputation and/or business could be negatively impacted by ESG matters and/or our reporting of such matters.

There is an increasing focus from regulators, certain investors, and other stakeholders concerning environmental, social, and governance (“ESG”) matters, both in the United States and internationally. We communicate certain ESG-related initiatives, goals, and/or commitments regarding environmental matters, diversity and inclusion, responsible sourcing and social investments, and other matters, in our annual Purpose Report, on our website, in our filings with the SEC, and elsewhere. These initiatives, goals, or commitments involve risks and uncertainties and could be difficult to achieve and costly to implement. For example, in September 2021, we announced our goal to achieve net zero across all scopes of greenhouse gas emissions by 2040, the achievement of which relies, in large part, on the accuracy of our estimates and assumptions around the enhanced power efficiency of our products, the adoption of renewable energy at customer and supplier sites, and the adoption of certain of our products and services by our customers. We could fail to achieve, or be perceived to fail to achieve, our 2040 net zero goal or other ESG-related initiatives, goals, or commitments. In addition, we could be criticized for the timing, scope or nature of these initiatives, goals, or commitments, or for any revisions to them. To the extent that our required and voluntary disclosures about ESG matters increase, we could be criticized for the accuracy, adequacy, or completeness of such disclosures. Our actual or perceived failure to achieve our ESG-related initiatives, goals, or commitments could negatively impact our reputation or otherwise materially harm our business.

Risks Related to Intellectual Property

Our proprietary rights may prove difficult to enforce.

We generally rely on patents, copyrights, trademarks, and trade secret laws to establish and maintain proprietary rights in our technology and products. Although we have been issued numerous patents and other patent applications are currently pending, there can be no assurance that any of these patents or other proprietary rights will not be challenged, invalidated, or circumvented or that our rights will, in fact, provide competitive advantages to us. Furthermore, many key aspects of networking technology are governed by industrywide industry-wide standards, which are usable by all market entrants. In addition, there can be no assurance that patents will be issued from pending applications or that claims allowed on any patents will be sufficiently broad to protect our technology. In addition, the laws of some foreign countries may not protect our proprietary rights to the same extent as do the laws of the United States. The outcome of any actions taken in these foreign countries may be different than if such actions were determined under the laws of the United States. Although we are not dependent on any individual patents or group of patents for particular segments of the business for which we compete, if we are unable to protect our proprietary rights to the totality of the features (including aspects of products protected other than by patent rights) in a market, we may find ourselves at a competitive disadvantage to others who need not incur the substantial expense, time, and effort required to create innovative products that have enabled us to be successful.

We may be found to infringe on intellectual property rights of others.

Third parties, including customers, have in the past and may in the future assert claims or initiate litigation related to exclusive patent, copyright, trademark, and other intellectual property rights to technologies and related standards that are relevant to us. These assertions have increased over time as a result of our growth and the general increase in the pace of patent claims assertions, particularly in the United States. Because of the existence of a large number of patents in the networking field, the secrecy of some pending patents, and the rapid rate of issuance of new patents, it is not economically practical or even possible to determine in advance whether a product or any of its components infringes or will infringe on the patent rights of others. The asserted claims and/or initiated litigation can include claims against us or our manufacturers, suppliers, or customers, alleging infringement of their proprietary rights with respect to our existing or future products or components of those products. Regardless of the merit of these claims, they can be time-consuming, result in costly litigation and diversion of technical and management personnel, or require us to develop a non-infringing technology or enter into license agreements. Where claims are made by customers, resistance even to unmeritorious claims could damage customer relationships. There can be no assurance that licenses will be available on acceptable terms and conditions, if at all, or that our indemnification by our suppliers will be adequate to cover our costs if a claim were brought directly against us or our customers. Furthermore, because of the potential for high court awards that are not necessarily predictable, it is not unusual to find even arguably unmeritorious claims settled for significant amounts. If any infringement or other intellectual property claim made against us by any third party is successful, if we are required to indemnify a customer with respect to a claim against the customer, or if we fail to develop non-infringing technology or license the proprietary rights on commercially reasonable terms and conditions, our business, operating results, and financial condition could be materially and adversely affected. harmed. For additional information regarding our indemnification obligations, see Note 14(e) to the Consolidated Financial Statements contained in this report. Our exposure to risks associated with the use of intellectual property may be increased as a result of acquisitions, as we have a lower level of visibility into the development process with respect to such technology or the care taken to safeguard against infringement risks. Further, in the past, third parties have made infringement and similar claims after we have acquired technology that had not been asserted prior to our acquisition.

We rely on the availability of third-party licenses.

Many of our products are designed to include software or other intellectual property licensed from third parties. It may be necessary in the future to seek or renew licenses relating to various aspects of these products. There can be no assurance that the necessary licenses would be available on acceptable terms, if at all. The inability to obtain certain licenses or other rights or to obtain such licenses or rights on favorable terms, or the need to engage in litigation regarding these matters, could have a material adverse effect on materially harm our business, operating results, and financial condition. Moreover, the inclusion in our products of software or other intellectual property licensed from third parties on a nonexclusive basis could limit our ability to protect our proprietary rights in our products.

Risks Related to Cybersecurity, Privacy, and Regulatory Requirements

Cyber attacks, data breaches or other incidents impacting our solutions and IT environment may disrupt our operations, harm our operating results and financial condition, and damage our reputation or otherwise materially harm our business; and cyber attacks, data breaches or other incidents on our customers' or third-party providers' networks, or in cloud-based services provided to, by, or enabled by us, third-party products we use, could result in claims of liability against us, give rise to legal and/or regulatory action, damage our reputation or otherwise materially harm our business.

We experience cyber attacks and other attempts to gain unauthorized access to our products, services, and IT environment on a regular basis to (i) our products and services (together, our “solutions”) and (ii) the servers, data centers, networks, systems, and cloud-based services operated or enabled by us, or by third parties upon which we rely, on or through which our and third-party data are stored, processed, or can be accessed (collectively, our “IT environment”). We anticipate continuing to be increasingly subject to such attempts as cyber attacks become increasingly more sophisticated and more difficult to predict and protect against. Despite our active implementation of security and other measures, (i) our products solutions and services, IT environment have been, and (ii) the servers, data centers, and cloud-based solutions on which our and third-party data is stored or processed (including servers, data centers and cloud-based solutions operated by third parties on which we rely) (collectively, our “IT environment”), are continue to be, vulnerable to cyber attacks, incidents, data breaches, malware, inadvertent error, disruptions, failures, physical security breaches, tampering or other theft or misuse, including by employees, contingent workers, and malicious actors. Additionally, nation-state actors or nation-states or their agents (which cyber attack or related activity have in the past successfully attacked our IT environment and have also exploited vulnerabilities in our solutions to carry out attacks, and we anticipate that these attacks and the exploitation of vulnerabilities in our solutions will continue and may intensify during periods of diplomatic or armed conflict). conflict. Further, a cyber attack or other incident could go undetected and persist in our environments for extended periods. Cyber-related events have caused, and in the future could result in, compromise to, or the disruption of access to, or the operation of our products, services, solutions and IT environment or those of our customers or third-party providers upon which we rely, on, or result in confidential information stored on our systems or our customers' systems, or other third-party systems being improperly accessed, processed, disclosed now or (or in the future, future), or be lost or stolen. For example, in December 2021, multiple vulnerabilities were reported for Efforts to limit the widely used Java logging library, Apache Log4j. We reviewed ability of malicious actors to disrupt the use operations of this library within the Internet or undermine our products security efforts are costly to implement and services, its use may not be successful. Breaches of security in our enterprise IT environment, and its our customers' or third-party providers' networks, or in third-party products we use, by our third-party providers, and have taken steps to mitigate these vulnerabilities, including by providing security updates for affected products to our customers. We have not to date experienced a material event related regardless of whether the breach is attributable to a cybersecurity matter; however, vulnerability in our solutions, a failure by us to timely mitigate or apply a security fix for products we use that are found vulnerable, or a failure to maintain the digital security infrastructure or security tools that protect the integrity of our solutions and IT environment, could, in each case, result in claims of legal and/or regulatory action against us, damage our reputation or otherwise materially harm our business. The occurrence of any such event in the future a cyber attack, data breach or other incident could subject us to liability to our customers, data subjects, suppliers, business partners, employees, and others, give rise to legal and/or regulatory action, could damage our reputation or could otherwise materially harm negatively impact our business, any of which could have a material adverse effect on materially harm our business, operating results, and financial condition. Efforts to limit the ability of malicious actors to disrupt the operations of the Internet or undermine our own security efforts are costly to implement and may not be successful. Breaches of security in our customers' or third-party providers' networks, in third-party products we use, or in cloud-based services provided to, by, or enabled by us, regardless of whether the breach is attributable to a vulnerability in our products or services, or a failure to maintain the digital security infrastructure or security tools that protect the integrity of our products, services, and IT environment, could, in each case, result in claims of liability against us, damage our reputation or otherwise materially harm our business.

Vulnerabilities and critical security defects, prioritization decisions regarding remedying vulnerabilities or security defects, failure of third-party providers to remedy vulnerabilities or security defects, or customers not deploying security updates in a timely manner or deciding not to upgrade products, services or our solutions could result in claims of liability against us, damage our reputation, or otherwise materially harm our business.

The products and services (together, our “solutions”) we sell to customers, and our the cloud-based solutions, services operated or enabled by us, or by third parties upon which we rely, inevitably contain vulnerabilities or security defects (despite our efforts to prevent and detect them through secure development lifecycle practices, testing, and other means), which have not been remedied and or cannot be disclosed without compromising security. We also make prioritization decisions in determining which vulnerabilities or security defects to fix and the timing of these fixes. Customers Even when we prioritize a vulnerability or security defect, in certain instances it has taken, and in the future could take, time for us to develop a remedy and the remedy may ultimately be insufficient to fully fix the issue. In addition, workarounds or other mitigation efforts in certain instances have not been, and in the future may not be, available or sufficient to protect customers prior to a security update being made available. Vulnerabilities can persist even after we have issued security updates if we have not identified and addressed the root cause of a particular vulnerability, if customers have not installed the most recent updates, if the attackers exploited the vulnerabilities before a security update is applied to install additional malware to further compromise customers' systems, or if a previously patched vulnerability is inadvertently reintroduced due to a security regression during future development. Additionally, customers may also need to test security updates before they can be deployed which can delay implementation. When customers do not deploy security updates in a timely manner, use solutions that are end of life and no longer receive security updates, or decide not to upgrade to the latest versions of our products, services or cloud-based solutions containing the security update, they may be are left vulnerable. In addition, we rely on third-party providers of software and cloud-based services on which our and third-party data is stored or processed, and we cannot control the timing at which third-party providers remedy vulnerabilities, which could leave us vulnerable. Vulnerabilities Failure to comply with internal security policies and standards, including secure development lifecycle practices, failure to prevent or promptly mitigate vulnerabilities and security defects, prioritization errors in remedying vulnerabilities or security defects, failure of third-party providers to remedy vulnerabilities or security defects, or customers not deploying

security updates in a timely manner or deciding not to upgrade products, services or solutions could, in each case, result in claims of liability legal and/or regulatory action against us, damage our reputation, or otherwise materially harm our business.

Our actual or perceived failure to adequately protect personal data could result in claims of liability legal and/or regulatory action against us, damage our reputation or otherwise materially harm our business.

Global privacy and data protection-related laws and regulations are evolving, extensive, and complex. Compliance with these laws and regulations is difficult and costly. In addition, evolving legal requirements restricting or controlling the collection, processing, or cross-border transmission of data, including for regulation of cloud-based services, could materially affect our customers' ability to use, and our ability to sell, our products and services. The interpretation and application of these laws in some instances is uncertain, and our legal and regulatory obligations are subject to frequent changes. For example, the European Union's ("EU") General Data Protection Regulation ("GDPR") applies to our activities conducted from an establishment in the EU or related to products and services offered in the EU and imposes a range of compliance obligations regarding the handling of personal data. Additionally, we are subject to California's Consumer Privacy Act, Singapore's Personal Data Protection Act, and other laws, regulations and obligations that relate to the handling of personal data. Our actual or perceived failure to comply with applicable laws and regulations or other obligations relating to personal data, or to protect personal data from unauthorized access, use, or other processing, could subject us to liability to our customers, data subjects, suppliers, business partners, employees, and others, give rise to legal and/or regulatory action, could damage our reputation or could otherwise materially harm negatively impact our business, any of which could have a material adverse effect on materially harm our business, operating results and financial condition.

Our business, operating results and financial condition could be materially harmed by evolving regulatory uncertainty or obligations applicable to our products and services.

Changes in regulatory requirements applicable to the industries and sectors in which we operate, in the United States and in other countries, could materially affect the sales and use of our products and services. In particular, economic sanctions and changes to export and import control requirements have impacted and may continue to impact our ability to sell and support our products and services in certain jurisdictions. In addition, changes in telecommunications regulations could impact our service provider customers' purchase of our products and services, and they could also impact sales of our own regulated offerings. Government procurement policies, priorities, regulations, technology initiatives and/or other obligations often give rise to evolving privacy, cybersecurity, operational resilience, or other requirements, and the failure or delay to meet and maintain such requirements could negatively impact our business, including by limiting our ability to sell products and services, directly or indirectly, to public sector, critical infrastructure and other customers. Additional areas of uncertainty that could impact sales of our products and services include laws, regulations, or customer procurement requirements related to encryption technology, data, artificial intelligence, privacy, cybersecurity, operational resilience, environmental sustainability (including climate change), human rights, product certification, product accessibility, country of origin, and national security controls applicable to our supply chain. Changes in regulatory requirements in any of these areas or our actual or perceived failure to comply with applicable laws and regulations or other obligations relating to these areas could have a material adverse effect on materially harm our business, operating results, and financial condition.

<u>Risks Related to Ownership of Our Stock</u>

Our stock price may be volatile.

Historically, our common stock has experienced substantial price volatility, particularly as a result of variations between our actual financial results and the published expectations of analysts and as a result of announcements by our competitors and us. Furthermore, speculation in the press or investment community about our strategic position, financial condition, results of operations, business, security of our products, or significant transactions can cause changes in our stock price. In addition, the stock market has experienced extreme price and volume fluctuations that have affected the market price of many technology companies, in particular, and that have often been unrelated to the operating performance of these companies. These factors, as well as general economic and political conditions and the announcement of proposed and completed acquisitions or other significant transactions, or any difficulties associated with such transactions, by us or our current or potential competitors, may materially adversely affect harm the market price of our common stock in the future. Additionally, volatility, lack of positive performance in our stock price or changes to our overall compensation program, including our stock incentive program, may adversely affect negatively impact our ability to retain key employees, virtually all of whom are compensated, in part, based on the performance of our stock price.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

We recognize the critical importance of maintaining the trust and confidence of our customers, employees, and other stakeholders. To help mitigate the cybersecurity risks that we face, we maintain processes for identifying, assessing, and managing such risks.

Our incident response functions, which include our Security and Trust Organization ("S&TO") under the leadership of our Chief Security and Trust Officer, have established internal policies, processes, and procedures to monitor, detect, investigate, respond to, and escalate management of internal and external cybersecurity threats and incidents. We maintain policies and procedures for the escalation of cybersecurity incidents, assessed as potentially being or becoming material, to designated members of our senior management for further assessment. We also, as necessary, inform our independent registered public accounting firm of significant cybersecurity matters and any relevant developments.

To help identify, assess, and mitigate cybersecurity threats that we face to our business, S&TO, in addition to its own capabilities, partners with Cisco's Talos Threat Intelligence Group and third parties, including governments and peer companies, to share and receive threat intelligence and other information. S&TO actively monitors for and evaluates cybersecurity vulnerabilities, threats, and incidents observable on the internet and the dark web. In addition to monitoring risks from threats to our own business, we operate third-party risk management programs to help identify and manage risks from cybersecurity threats arising from third-party suppliers and service providers on which we rely. These programs leverage on-going security-focused risk assessments based on industry practices, audits, and contractual requirements.

We strive to embed security into our products and services through the Cisco Secure Development Lifecycle (CSDL). The CSDL introduces security and privacy considerations throughout the lifecycle of our products and services. In addition, S&TO advises business units and functional areas on addressing cybersecurity risks and monitors initiatives to mitigate and manage such risks over time. Our business units or functional areas are responsible for managing risks and ensuring that security policies and standards are implemented within the respective business unit or function. S&TO also conducts mandatory cybersecurity training for our employees and provides employees with tools to report suspected incidents.

S&TO engages third parties in connection with our cybersecurity risk management processes, including cybersecurity consultants and auditors, to conduct evaluations of our IT security controls and provide certifications for industry-standard security frameworks. In addition, we maintain a global privacy program to assess and manage privacy risks related to how we are collecting, using, sharing, and storing personal data, which is subject to assessment by an independent, third-party privacy assessor.

Our Chief Security and Trust Officer, who reports to our Executive Vice President, Operations, works collaboratively across our business to implement policies and procedures designed to protect our IT environment and our products and services from cybersecurity threats, and to promptly respond to cybersecurity incidents in accordance with our incident response policies and procedures. Our Chief Security and Trust Officer has extensive cybersecurity experience and has served in various roles in information technology and information security for over 25 years.

The Chief Security and Trust Officer provides regular reports on the status of cybersecurity risks, priorities, and focus areas to our executive leadership team. In addition, information on cybersecurity risks is further integrated into our broader enterprise risk management program through our internal audit function, which incorporates such information in regular audits of our cybersecurity and data protection controls and processes.

Our Board of Directors oversees risks related to cybersecurity threats to our business directly and through its Audit Committee. The Audit Committee receives regular reports on cybersecurity risks, priorities, and focus areas from our Chief Security and Trust Officer at least four times a year and receives a live presentation at least twice a year. Our Board of Directors also regularly receives updates from the Audit Committee on its oversight activities and, on occasion, receives updates directly from our Chief Security and Trust Officer. Additionally, the Chief Security and Trust Officer provides more frequent updates to the Board of Directors and Audit Committee if necessary due to a cybersecurity threat, incident, or other development.

As of the date of this Annual Report on Form 10-K, we do not believe our business, operating results, or financial condition have been materially affected by cybersecurity risks, including as a result of previously identified cybersecurity incidents. For more information on our cybersecurity related risks, see “Item 1A. Risk Factors” of this Annual Report on Form 10-K.

Item 2. Properties

Our corporate headquarters are located at an owned site in San Jose, California, in the United States of America. The locations of our headquarters by geographic segment are as follows:

Americas	EMEA	APJC
San Jose, California, USA	Amsterdam, Netherlands	Singapore

In addition to our headquarters site, we own additional sites in the United States, which include facilities in the surrounding areas of San Jose, California; Research Triangle Park, North Carolina; and Richardson, Texas. We also own land for expansion in some of these locations. In addition, we lease office space in many U.S. locations.

Outside the United States our operations are conducted primarily in leased sites. Other significant sites (in addition to the two non-U.S. headquarters locations) are located in Australia, Belgium, Canada, China, Germany, India, Israel, Japan, Norway, Poland, and the United Kingdom.

We believe that our existing facilities, including both owned and leased, are in good condition and suitable for the conduct of our business.

Item 3. Legal Proceedings

For a description of pending legal proceedings in which we are involved, see Note 14 “Commitments and Contingencies - (f) Legal Proceedings” of the Notes to Consolidated Financial Statements included in Item 8 of this Annual Report on Form 10-K, which is incorporated herein by reference.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities

(a) Cisco common stock is traded on the Nasdaq Global Select Market under the symbol CSCO. There were 33,809 32,405 registered stockholders as of September 1, 2023 August 30, 2024.

(b) None.

(c) Issuer purchases of equity securities (in millions, except per-share amounts):

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of
April 30, 2023 28, 2024 to May 27, 2023 May 25, 2024	5 12	$ 47	

May 28, 2023 26, 2024 to June 24, 2023 June 22, 2024	9 18	$	50
June 25, 2023 23, 2024 to July 29, 2023 July 27, 2024	11 13	$	51
Total	25 43	$	50

On September 13, 2001, we announced that our Board of Directors had authorized a stock repurchase program. As of July 29, 2023 July 27, 20
$10.9 billion $5.2 billion with no termination date.

For the majority of restricted stock units granted, the number of shares issued on the date the restricted stock units vest is net of shares withheld t
considered common stock repurchases under our stock repurchase program and therefore are not included in the preceding table, they are treate
that would have been issued upon vesting (see Note 15 to the Consolidated Financial Statements).

Stock Performance Graph

The information contained in this Stock Performance Graph section shall not be deemed to be "soliciting material" or "filed" or incorporated by r
Exchange Act of 1934, as amended (the "Exchange Act"), except to the extent that Cisco specifically incorporates it by reference into a document f

The following graph shows a five-year comparison of the cumulative total stockholder return on Cisco common stock with the cumulative total r
performance of a $100 investment in the Company's common stock and in each of the indexes (with the reinvestment of all dividends) on the date
not be considered indicative of future stockholder returns.

Comparison of 5-Year Cumulative Total Return Among Cisco
the S&P 500 Index, and the S&P Information Technolo

TotalReturn2023.gif

	July 2018		July 2019		July 202
Cisco Systems, Inc.	$	100.00	$	136.47	$
S&P 500	$	100.00	$	109.53	$
S&P Information Technology	$	100.00	$	116.56	$

2024perf.jpg

	July 2019		July 2020		July 202
Cisco Systems, Inc.	$	100.00	$	84.70	$
S&P 500	$	100.00	$	108.39	$
S&P Information Technology	$	100.00	$	129.40	$

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

This Annual Report on Form 10-K, including this Management's Discussion and Analysis of Financial Condition and Results of Operations, contain
safe harbors created under the Securities Act of 1933, as amended (the "Securities Act"), and the Securities Exchange Act of 1934, as amended
could be deemed forward-looking statements. These statements are based on current expectations, estimates, forecasts, and projections about
such as "expects," "anticipates," "targets," "goals," "projects," "intends," "plans," "believes," "momentum," "seeks," "estimates," "continues," "endea
such forward-looking statements. In addition, any statements that refer to projections of our future financial performance, our anticipated growth
forward-looking statements. Readers are cautioned that these forward-looking statements are only predictions and are subject to risks, uncerta
Factors," and elsewhere herein. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking state
reason.

OVERVIEW

Cisco designs and sells a broad range of technologies that help to power, secure, and draw insights from the Internet. We are integrating artificial
and the cloud observability to create highly secure, intelligent platforms for simplify how our customers' digital businesses. These platforms are de

users, devices maximize the business value of their technology investments and things connecting to their networks. This will enable u
business. transformation.

A summary of our results is as follows (in millions, except percentages and per-share amounts):

		Three Months Ended			Years Ended						
		July 29, 2023	July 30, 2022	Variance	**July 29, 2023**	July 30, 2022	Variance				
		Three Months Ended									
		July 27, 2024									
		July 27, 2024									
		July 27, 2024									
Revenue	Revenue	**$15,203**	$13,102	16 %	**$56,998**	$51,557	11 %				
Revenue											
Revenue											
Gross margin percentage											
Gross margin percentage											
Gross margin percentage	Gross margin percentage	**64.1 %**	61.3 %	2.8 pts	**62.7 %**	62.5 %	0.2 pts	**64.4**	**%**	64.1	%
Research and development	Research and development	**$ 1,953**	$ 1,682	16 %	**$ 7,551**	$ 6,774	11 %				
Sales and marketing	Sales and marketing	**$ 2,579**	$ 2,349	10 %	**$ 9,880**	$ 9,085	9 %				
Sales and marketing											
Sales and marketing											
General and administrative											
General and administrative											
General and administrative	General and administrative	**$ 690**	$ 489	41 %	**$ 2,478**	$ 2,101	18 %				
Total R&D, sales and marketing, general and administrative	Total R&D, sales and marketing, general and administrative	**$ 5,222**	$ 4,520	16 %	**$19,909**	$17,960	11 %				
Total R&D, sales and marketing, general and administrative											
Total R&D, sales and marketing, general and administrative											
Total as a percentage of revenue											
Total as a percentage of revenue											
Total as a percentage of revenue	Total as a percentage of revenue	**34.3 %**	34.5 %	(0.2) pts	**34.9 %**	34.8 %	0.1 pts	**42.4**	**%**	34.3	%
Restructuring and other charges included in operating expenses	Restructuring and other charges included in operating expenses	**$ 203**	$ (2)	NM	**$ 531**	$ 6	NM				

Operating income as a percentage of revenue	Operating income as a percentage of revenue	**28.0 %**	26.2 %	1.8 pts	**26.4 %**	27.1 %	(0.7) pts		
Operating income as a percentage of revenue									
Operating income as a percentage of revenue								**19.2 %**	28.0 %
Interest and other income (loss), net	Interest and other income (loss), net	**$ 218**	$ (18)	NM	**$ 287**	$ 508	(44) %		
Income tax percentage									
Income tax percentage									
Income tax percentage	Income tax percentage	**11.5 %**	17.6 %	(6.1) pts	**17.7 %**	18.4 %	(0.7) pts	**9.8 %**	11.5 %
Net income	Net income	**$ 3,958**	$ 2,815	41 %	**$12,613**	$11,812	7 %		
Net income as a percentage of revenue	Net income as a percentage of revenue	**26.0 %**	21.5 %	4.5 pts	**22.1 %**	22.9 %	(0.8) pts		
Net income as a percentage of revenue									
Net income as a percentage of revenue								**15.8 %**	26.0 %
Earnings per share—diluted	Earnings per share—diluted	**$ 0.97**	$ 0.68	43 %	**$ 3.07**	$ 2.82	9 %		

Percentages may not recalculate due to rounding.

NM — Not meaningful

Fiscal 2023 2024 Compared with Fiscal 2022 2023

In fiscal 2023, 2024, total revenue decreased by 6% compared with fiscal 2023. In March 2024, we delivered strong results with growth complet revenue for fiscal 2024. Within total revenue, product revenue decreased by 9% and profitability. We remain focused on delivering innovation serv technologies all product areas and services, an increase of 9%, driven by the contribution of Splunk. Total subscription revenue increased 11%, pa

During the first nine months of fiscal 2024, we experienced a decline in product demand as customers continued to assist our customers scru received in executing on their digital transformations. prior quarters. In past periods, we took multiple actions in order to mitigate component s 2023, 2024 we saw an overall improvement in product demand across all geographic segments and customer markets as customers largely compl able to increase the delivery of products to our customers, which positively impacted product revenue. Further, we continued to make progress in focused on accelerating innovation across our portfolio, and we believe that we have made continued progress on our strategic priorities. While environment and the overall macroeconomic environment remains challenging and uncertain, we plan to continue to aggressively invest in k

Total revenue increased by 11% compared with fiscal 2022. Within total revenue, product revenue increased by 13% and service revenue increa service, an increase of 12%. Within total software revenue, subscription revenue increased 16%. Although product revenue increased, we saw a d shipped products, adjusting to significant reductions in product lead times, and macroeconomic conditions.

Total gross margin increased by 0.2 2.0 percentage points. Product gross margin increased by 0.5 2.0 percentage points, largely driven by fav partially offset by negative impacts from productivity. pricing. As a percentage of revenue, research and development, sales and marketing, and ge income as a percentage of revenue decreased by 0.7 3.8 percentage points driven primarily by incremental operating expenses from Splunk, hig assets in fiscal 2023. 2024. Diluted earnings per share increased decreased by 9% 17%, driven by an increase a decrease of 7% 18% in net income

In terms of our geographic segments, revenue from the Americas increased decreased by $3.6 billion $1.5 billion, EMEA revenue increased decre billion $0.7 billion. We experienced a product revenue growth across each of our customer decline in the enterprise and service provider and perspective, total product revenue increased 13% decreased 9% year over year, driven by growth a decline in revenue in Secure, Agile Networ Application Experiences of 11%; 15%, partially offset by a product growth in Security of 32% and Observability of 27%, each driven in large part by

We remain focused on delivering innovation across our technologies to assist our customers in executing on their digital transformations and strategic priorities.

Fourth Quarter Snapshot

For the fourth quarter of fiscal 2023, 2024, as compared with the fourth quarter of fiscal 2022, 2023, total revenue increased decreased by 16% 10 revenue increased by 4% 6%. With regard to our geographic segment performance, on a year-over-year basis, revenue in Americas increased de From a product category perspective, we experienced a product revenue growth decline in Secure, Agile Networks; Internet for the Futu Collaboration. Security and Observability, driven in large part by the contribution of Splunk. Product revenue in End-to-End Security Collaboration favorable product mix and productivity benefits driven the contribution from Splunk, partially offset by lower freight and logistics costs, compon development, sales and marketing, and general and administrative expenses, collectively, decreased increased by 0.2 8.1 percentage point points. points primarily driven by incremental operating expenses from Splunk and higher amortization of purchased intangible assets. Diluted earn of 41% and 45%, partially offset by a decrease in diluted share count of 44 million 58 million shares.

Strategy and Priorities

As our customers add billions Across the globe, businesses and organizations of new connections to their enterprises, and as more applications size are navigating change at an unprecedented pace. In this dynamic environment, we believe their priorities are leveraging Cisco technology t drive toward sustainability.

better outcomes and experiences. We also help customers navigate emerging technological shifts. Our strategy is to securely connect everythi desired outcomes and experiences possible for our innovation, solutions, choice, and people. customers.

For a full discussion of our strategy and priorities, see "Item 1. Business."

Other Key Financial Measures

The following is a summary of our other key financial measures for fiscal 2023 2024 compared with fiscal 2022 2023 (in millions):

		Fiscal 2023 / Fiscal 2024	Fiscal 2022	
Cash and cash equivalents and investments	Cash and cash equivalents and investments	**$26,146**	$19,267	Cash and cash equivalents and investments
Cash provided by operating activities	Cash provided by operating activities	**$19,886**	$13,226	Cash provided by operating activities
Remaining performance obligations	Remaining performance obligations	**$34,868**	$31,539	Remaining performance obligations
Repurchases of common stock—stock repurchase program	Repurchases of common stock—stock repurchase program	**$4,271**	$7,734	Repurchases of common stock—stock repurchase program
Dividends paid	Dividends paid	**$6,302**	$6,224	Dividends paid
Inventories	Inventories	**$3,644**	$2,568	Inventories
Total debt				Total debt

CRITICAL ACCOUNTING ESTIMATES

The preparation of financial statements and related disclosures in conformity with accounting principles generally accepted in the United States re Consolidated Financial Statements and accompanying notes. Note 2 to the Consolidated Financial Statements describes the significant account accounting policies described below are significantly affected by critical accounting estimates. Such accounting policies require significant j Statements, and actual results could differ materially from the amounts reported based on these policies.

Revenue Recognition

We enter into contracts with customers that can include various combinations of products and services which are generally distinct and acco performance obligations. We determine whether arrangements are distinct based on whether the customer can benefit from the product or s commitment to transfer the product or service to the customer is separately identifiable from other obligations in the contract. We classify our har licenses represent multiple obligations, which include software licenses and software maintenance. In transactions where we deliver hardware or s basis.

We recognize revenue upon transfer of control of promised goods or services in a contract with a customer in an amount that reflects the conside once the customer has the contractual right to use the product, generally upon shipment, electronic delivery (or when the software is available for of control can also occur over time for software maintenance and services as the customer receives the benefit over the contract term. Our h recognized upfront upon transfer of control. Term software licenses include multiple performance obligations where the term licenses are recognize ratably over the contract term as services and software updates are provided. SaaS arrangements do not include the right for the customer to obligation which is satisfied over time with revenue recognized ratably over the contract term as the customer consumes the services. On our prod sales. We record our revenue net of any associated sales taxes.

Revenue is allocated among these performance obligations in a manner that reflects the consideration that we expect to be entitled to for the p distinct performance obligation and judgment may be required in their determination. The best evidence of SSP is the observable price of a produc In instances where SSP is not directly observable, we determine SSP using information that may include market conditions and other observable i

We assess relevant contractual terms in our customer contracts to determine the transaction price. We apply judgment in identifying contrac consideration when determining the amount of revenue to recognize. Variable consideration includes potential contractual penalties and variou channel partners and customers. When determining the amount of revenue to recognize, we estimate the expected usage of these programs, app as actual utilization becomes available. We also consider the customers' right of return in determining the transaction price, where applicable. If a estimates, which are based on historical experience, our revenue could be adversely affected.

See Note 3 to the Consolidated Financial Statements for more details.

Inventory Valuation and Liability for Purchase Commitments with Contract Manufacturers and Suppliers

Inventory is written down based on excess and obsolete inventories, determined primarily by future demand forecasts. Inventory write-downs ar upon assumptions about future demand, and are charged to the provision for inventory, which is a component of our cost of sales. At

the point of the loss recognition, a new, lower cost basis for that inventory is established, and subsequent changes in facts and circumstances do n

We record a liability for firm, noncancelable, and unconditional purchase commitments with contract manufacturers and suppliers for quantities in inventory.

Our provision for inventory was $307 million $576 million, $102 million $307 million, and $116 million $102 million in fiscal 2024, 2023, 2022, an contract manufacturers and suppliers was $423 million $243 million, $227 million $423 million, and $76 million $227 million in fiscal 2024, 2023, 202 for our products, if there were a higher incidence of inventory obsolescence because of rapidly changing technology and or customer requirement downs, and our liability for purchase commitments with contract manufacturers and suppliers, and accordingly our profitability, could be adversely liability for purchase commitments. For further discussion around the Supply Constraints Impacts supply chain impacts and Risks, risks, see "- Liquidity and Capital Resources—Inventory Supply Chain." Chain" under Item 7 of this report.

Loss Contingencies

We are subject to the possibility of various losses arising in the ordinary course of business. We consider the likelihood of the incurrence of contingencies. An estimated loss contingency is accrued when it is probable that a liability has been incurred and the amount of loss can be rea accruals should be made or adjusted and whether new accruals are required.

Third parties, including customers, have in the past and may in the future assert claims or initiate litigation related to exclusive patent, copyright relevant to us. These assertions have increased over time as a result of our growth and the general increase in the pace of patent claims assertio against us by any third party is successful, or if we fail to develop non-infringing technology or license the proprietary rights on commercially re materially and adversely affected.

Valuation of Goodwill and Purchased Intangible Asset Impairments Assets

Goodwill

Our methodology for allocating the purchase price relating to purchase acquisitions is determined through established valuation techniques. (measuring goodwill as an excess of the purchase consideration transferred plus the fair value of any noncontrolling interest in the acquired com goodwill impairment tests on an annual basis in the fourth fiscal quarter and between annual tests in certain circumstances for each reporting un that market participants would use in an orderly transaction in accordance with the new accounting guidance for the fair value measurement of non

In response to changes in industry and market conditions, we could be required to strategically realign our resources and consider restructuring There was no impairment of goodwill in fiscal 2024, 2023, 2022, and 2021. 2022. For the annual impairment testing in fiscal 2023, 2024, the exce billion for the Americas, $73.8 billion $65.9 billion for EMEA, and $34.3 billion $25.3 billion for APJC.

During the fourth quarter of fiscal 2023, 2024, we performed a sensitivity analysis for goodwill impairment with respect to each of our respective rep would not result in an impairment of goodwill for any reporting unit.

Purchased Intangible Assets

The fair value accounting for acquisitions requires significant estimates and judgments in the valuation of acquired technology purchased intangibl not limited to, the amount and patents, as well as acquired technology under development, is determined at acquisition date primarily using the inc lives and discount rates used in the present rates. While our estimates of fair value calculations are typically derived from a weighted-average c appropriate. We consider the pricing model for products related to these acquisitions based on assumptions that are

believed to be standard within the high-technology communications industry, reasonable, these assumptions are inherently uncertain and the appli and circumstances that market participants would use for valuation of such intangible assets. may occur.

We make judgments about the recoverability of purchased intangible assets with finite lives whenever events or changes in circumstances indica measured by comparing the carrying amount of the asset group to the future undiscounted cash flows the asset group is expected to generate. W in circumstances indicate that the asset might be impaired. If the asset is considered to be impaired, the amount of any impairment is measured a and estimates about future values and remaining useful lives of our purchased intangible assets are complex and subjective. They can be affec internal factors such as changes in our business strategy and our internal forecasts. Our ongoing consideration of all the factors described previou

Income Taxes

We are subject to income taxes in the United States and numerous foreign jurisdictions. Our effective tax rates differ from the statutory rate, pr intangible income deductions, global intangible low-taxed income, tax audit settlements, nondeductible compensation, and international realignme 2022, and 2021, 2022, respectively.

Significant judgment is required in evaluating our uncertain tax positions and determining our provision for income taxes. Although we believe ou will not be different from that which is reflected in our historical income tax provisions and accruals. We adjust these reserves in light of changing f extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact the provision for income tax impact of reserve provisions and changes to reserves that are considered appropriate, as well as the related net interest and penalties.

Significant judgment is also required in determining any valuation allowance recorded against deferred tax assets. In assessing the need for a valu future taxable income, and the feasibility of tax planning strategies. In the event that If we change our determination as to the amount of deferred t to the provision for income taxes in the period in which such determination is made.

Our provision for income taxes is subject to volatility and could be adversely impacted by earnings being lower than anticipated in countries that ha in the valuation of our deferred tax assets and liabilities; by changes to foreign-derived intangible income deduction, global intangible low-ta amortization, and corporate alternative minimum tax laws, regulations, or interpretations thereof; by expiration of or lapses in tax incentives; by tra of nondeductible compensation; by tax costs related to intercompany realignments; by changes in accounting principles; or by changes in tax laws of our foreign subsidiaries, the deductibility of expenses attributable to foreign income, and the foreign tax credit rules. Significant judgment is guidance for uncertainty in income taxes. The OECD, an international association comprised of 38 countries, including the United States, has m taxing jurisdiction, and is contemplating additional changes to numerous long-standing tax principles. There can be no assurance that these ch adverse impact on our provision for income taxes. As a result of certain of our ongoing employment and capital investment actions and commitm commitments could adversely impact our provision for income taxes. In addition, we are subject to the continuous examination of our income outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. There can be no assurance that the o results and financial condition.

RESULTS OF OPERATIONS

A discussion regarding our financial condition and results of operations for fiscal 2024 compared to fiscal 2023 is presented below. A discussion r with the exception of Product Revenue by Category, which is presented below. A discussion regarding our financial condition and results of opera Annual Report on Form 10-K for the fiscal year ended July 30, 2022 July 29, 2023, filed with the SEC on September 8, 2022 September 7, 2023.

Revenue

The following table presents the breakdown of revenue between product and service services (in millions, except percentages):

	Years Ended			2023 vs. 2022	
	July 29, 2023	July 30, 2022	July 31, 2021	Variance in Dollars	Variance in Percent
	Years Ended				
	July 27, 2024				**July 27, 2024**
Revenue: Revenue:					

Product	Product	$ 43,142	$38,018	$36,014	$5,124	13 %				
Product										
Product								$39,253		$ 43,142
Percentage of revenue	*Percentage of revenue*	***75.7 %***	*73.7 %*	*72.3 %*			*Percentage of revenue*	***73.0 %***		*75.7 %*
Service		**13,856**	13,539	13,804	317	2 %				
Services							Services	**14,550**		13,856
Percentage of revenue	*Percentage of revenue*	***24.3 %***	*26.3 %*	*27.7 %*			*Percentage of revenue*	***27.0 %***		*24.3 %*
Total	Total	**$ 56,998**	$51,557	$49,818	$5,441	11 %	Total	**$53,803**	$	$ 56,998

Amounts may not sum and percentages may not recalculate due to rounding.

Total revenue for fiscal 2024 includes approximately $1.4 billion relating to the acquisition of Splunk, which consisted of approximately $1.1 billion i

We manage our business primarily on a geographic basis, organized into three geographic segments. Our revenue, which includes product a percentages):

		Years Ended			2023 vs. 2022					
		July 29, 2023	July 30, 2022	July 31, 2021	Variance in Dollars	Variance in Percent				
		Years Ended								
		July 27, 2024								**July 27, 2024**
Revenue:	Revenue:						Revenue:			
Americas	Americas	**$ 33,447**	$29,814	$29,161	$3,633	12 %	Americas	**$31,971**	$	$ 33,447
Percentage of revenue	*Percentage of revenue*	***58.7 %***	*57.8 %*	*58.5 %*			*Percentage of revenue*	***59.4 %***		*58.7 %*
EMEA	EMEA	**15,135**	13,715	12,951	1,420	10 %	EMEA	**14,117**	15,135	15,135
Percentage of revenue	*Percentage of revenue*	***26.6 %***	*26.6 %*	*26.0 %*			*Percentage of revenue*	***26.2 %***		*26.6 %*
APJC	APJC	**8,417**	8,027	7,706	390	5 %	APJC	**7,716**	8,417	8,417
Percentage of revenue	*Percentage of revenue*	***14.8 %***	*15.6 %*	*15.5 %*			*Percentage of revenue*	***14.3 %***		*14.8 %*
Total	Total	**$ 56,998**	$51,557	$49,818	$5,441	11 %	Total	**$53,803**	$	$ 56,998

Amounts may not sum and percentages may not recalculate due to rounding.

Total revenue in fiscal 2023 increased 2024 decreased by 11% 6% compared with fiscal 2022. 2023. Product revenue decreased by 9% and se reflected growth declines across each of our geographic segments.

In addition to the impact of macroeconomic factors, including the IT spending environment and the level of spending by government entities, re recognition for complex transactions with multiple performance obligations. In addition, certain customers tend to make large and sporadic purcha recognition, which in turn would impact the revenue of the relevant segment.

Product Revenue by Segment

The following table presents the breakdown of product revenue by segment (in millions, except percentages):

	Years Ended			2023 vs. 2022	
	July 29, 2023	July 30, 2022	July 31, 2021	Variance in Dollars	Variance in Percent
	Years Ended				

		July 27, 2024									July 27, 2024
Product revenue:	Product revenue:						Product revenue:				
Americas	Americas	$ 25,019	$21,620	$20,688	$3,399	16 %	Americas	$23,142	$	$	25,019
Percentage of product revenue	*Percentage of product revenue*	***58.0 %***	*56.9 %*	*57.5 %*			*Percentage of product revenue*	***59.0 %***			*58.0*
EMEA	EMEA	**11,866**	10,545	9,805	1,321	13 %	EMEA	**10,645**	11,866		11,86
Percentage of product revenue	*Percentage of product revenue*	***27.5 %***	*27.7 %*	*27.2 %*			*Percentage of product revenue*	***27.1 %***			*27.5*
APJC	APJC	**6,257**	5,854	5,521	403	7 %	APJC	**5,466**	6,257		6,25
Percentage of product revenue	*Percentage of product revenue*	***14.5 %***	*15.4 %*	*15.3 %*			*Percentage of product revenue*	***13.9 %***			*14.5*
Total	Total	**$ 43,142**	$38,018	$36,014	$5,124	13 %	Total	**$39,253**	$	$	43,142

Amounts may not sum and percentages may not recalculate due to rounding.

Americas

Product revenue in the Americas segment increased decreased by 16% 8%. The product revenue increase decrease was driven by declines in the markets. in the public sector market. The acquisition of Splunk contributed $784 million of product revenue to the Americas segment in fiscal 20 States, 10% 11% in Canada, 31% 10% in Mexico and 25% 11% in Brazil.

EMEA

The increase decrease in product revenue in the EMEA segment of 13% 10% was driven by growth in declines across each of our customer mar enterprise and commercial markets, partially offset by a decline in the service provider market. EMEA segment for fiscal 2024. From a country Kingdom, 14% in Germany and 19% 11% in France.

APJC

Product revenue in the APJC segment increased decreased by 7% 13%, driven by growth declines across each of our customer markets. The commercial and public sector markets, partially offset by a decline in the service provider market. Product revenue in the enterprise market was Japan, 5% in Australia, 17% in India 13% and 35% in Australia and 8% in China, partially offset by a decline of 6% in Japan. China.

Product Revenue by Category

In addition to the primary view on a geographic basis, we also prepare financial information related to product categories and customer markets fo categories: Networking, Security, Collaboration, and Observability and conformed our product revenue for prior periods to the current year presenta

The following table presents product revenue by category (in millions, except percentages):

	Years Ended	
	July 29, 2023	July 30, 2022
Product revenue:		
Secure, Agile Networks	**$ 29,105**	$ 23,
Internet for the Future	**5,306**	5,
Collaboration	**4,052**	4,
End-to-End Security	**3,859**	3,
Optimized Application Experiences	**811**	
Other Products	**9**	
Total	**$ 43,142**	$ 38,

	Years Ended			
	July 27, 2024	July 29, 2023	July 30, 2022	Variance in Dolla

Product revenue:							
Networking	**$**	**29,229**	$	34,570	$	29,265	$
Security		**5,075**		3,859		3,699	
Collaboration		**4,113**		4,052		4,472	
Observability		**837**		661		581	
Total	**$**	**39,253**	$	43,142	$	38,018	$

Amounts may not sum and percentages may not recalculate due to rounding. Amounts for prior fiscal years have been reclassified to conform to th

Secure, Agile Networks Networking

Fiscal 2024 Compared with Fiscal 2023

The Secure, Agile Networks Networking product category represents consists of our core networking offerings related to technologies of switchin Networking product category decreased by 15%, or $5.3 billion. During fiscal 2024, we saw customers scrutinizing spend and needing additio declined in both campus switching and data center switching, primarily driven by declines in our Catalyst 9000 series and Nexus 9000 series offeri our SD-WAN offerings. The decrease in wireless was primarily driven by our WiFi-6 products and Meraki offerings. We also saw a revenue decline

Fiscal 2023 Compared with Fiscal 2022

Revenue from the Networking product category increased by 22% 18%, or $5.3 billion, with growth across the portfolio except servers. . Revenu growth in our Catalyst 9000 series, Nexus 9000 series and Meraki switching offerings. The increase in enterprise routing was primarily driven l double-digit growth grew primarily driven by our WiFi-6 products and Meraki offerings.

Internet for the Future

The Internet for the Future product category includes our Revenue in routed optical networking 5G, silicon and optics solutions. Revenue in our Int growth in our Core routing portfolio, including our Cisco 8000 series offerings. We also saw double-digit offerings and growth in the our webscale pr

Security

Fiscal 2024 Compared with Fiscal 2023

The Security product category consists of our Network Security, Identity and Access Management, SASE and Threat Intelligence, Detection, and primarily driven by the contribution of Splunk offerings and growth across the portfolio. The Security product category grew 4%, not including the co

Fiscal 2023 Compared with Fiscal 2022

Revenue in the Security product category increased by 4%, or $160 million, primarily driven by growth in our Secure Access Service Edge and Zer

Collaboration

Fiscal 2024 Compared with Fiscal 2023

The Collaboration product category consists of our Meetings, Webex Suite, Collaboration Devices, Calling, Contact Center and CPaaS offerings. growth across the portfolio, except our Meetings offering.

Fiscal 2023 Compared with Fiscal 2022

Revenue in the Collaboration product category decreased 9%, or $420 million, primarily driven by declines in Collaboration Devices and Meetings,

End-to-End Security Observability

Fiscal 2024 Compared with Fiscal 2023

The Observability product category consists of our network assurance, monitoring and analytics and observability suite offerings. Revenue in ou million, primarily driven by growth in our Unified Threat Management offerings ThousandEyes offering and Zero Trust portfolio.

Optimized Application Experiences

The Optimized Application Experiences the contribution from Observability Suite, our Splunk offering. Product revenue in the Observability product not including the contribution from Splunk.

Fiscal 2023 Compared with Fiscal 2022

Revenue in our Optimized Application Experiences Observability product category increased 11% 14%, or $82 million $80 million, driven by grow analytics offerings.

Service Services Revenue by Segment

The following table presents the breakdown of service services revenue by segment (in millions, except percentages):

Years Ended 2023 vs. 2022

		July 29, 2023	July 30, 2022	July 31, 2021	Variance in Dollars	Variance in Percent
Service revenue:						
Americas	Americas	**$ 8,427**	$ 8,194	$ 8,472	$ 233	3 %
Percentage of service revenue	*Percentage of service revenue*	***60.8 %***	*60.5 %*	*61.4 %*		
EMEA	EMEA	**3,269**	3,171	3,146	98	3 %
Percentage of service revenue	*Percentage of service revenue*	***23.6 %***	*23.4 %*	*22.8 %*		
APJC	APJC	**2,160**	2,173	2,186	(13)	(1) %
Percentage of service revenue	*Percentage of service revenue*	***15.6 %***	*16.0 %*	*15.8 %*		
Total	Total	**$13,856**	$13,539	$13,804	$ 317	2 %

Years Ended	July 27, 2024		July 27, 2024		
Services revenue:	Services revenue:				
Americas	Americas	**$ 8,829**	$	$ 8,427	$
EMEA	EMEA	**3,472**		3,269	
APJC		**2,249**	2,160	2,160	2,1
Total		**$ 14,550**		$ 13,856	

Amounts may not sum and percentages may not recalculate due to rounding.

Service Services revenue increased 2% 5%, driven by growth in our solution support, and maintenance business offerings, partially offset by declin contributed to the growth in services revenue for fiscal 2024. Services revenue increased in across all of our geographic segments. Services rever APJC segment. contribution from Splunk.

Gross Margin

The following table presents the gross margin for products and services (in millions, except percentages):

		AMOUNT			PERCENTAGE		
Years Ended	Years Ended	July 29, 2023	July 30, 2022	July 31, 2021	July 29, 2023	July 30, 2022	July 31, 2021
Gross margin:	Gross margin:						
Product	Product	**$26,552**	$23,204	$22,714	**61.5 %**	61.0 %	63.1 %
Service		**9,201**	9,044	9,180	**66.4 %**	66.8 %	66.5 %
Total	Total	**$35,753**	$32,248	$31,894	**62.7 %**	62.5 %	64.0 %

AMOUNT		
Years Ended	**July 27, 2024**	July 29, 2023
Product		
Product	**$ 24,914**	$ 26,552
Services	**9,914**	9,201
Total	**$ 34,828** $	$ 35,753 $

Product Gross Margin

The following table summarizes the key factors that contributed to the change in product gross margin percentage from fiscal 2022 2023 to fiscal 20

Fiscal 2022 2023

Productivity (1)

Product pricing

Mix of products sold

Amortization of purchased intangible assets

Others

Fiscal 2023 2024

(1) Productivity includes overall manufacturing-related costs, such as component costs, warranty expense, provision for inventory, freight, logistics, shipment volume

Product gross margin increased by 0.5 2.0 percentage points primarily driven by favorable pricing and product mix. The favorable pricing was 2022 lower freight and were recognized as we ship our products. other costs, and benefits from Splunk. This was partially offset by the amor productivity, largely driven by increased costs from component and other costs, partially offset by lower freight and logistics costs. We implemented

pricing.

Supply Constraints Chain Impacts and Risks

During fiscal 2023, we saw an overall improvement of supply constraints which have persisted industry-wide for multiple periods. In past periods, constraints. These supply constraints resulted in significant increased costs (i.e., component the need to secure long-term supply and other comm product gross margin and resulted in extended lead times for us and our customers. The mitigating actions we took included: partnering with se including, in certain cases, revising supplier arrangements; paying and committing to pay in the future significantly higher costs for certain compon continually optimizing our inventory build and customer delivery plans, among others. These mitigating actions have resulted in increased in prepayments compared to prior fiscal years, which, historical levels. This in turn has significantly increased our supply chain exposure, which cou result in further negative impacts in future periods, including periods. This exposure includes potential material excess and obsolete or other cl continue generate demand for certain products planned for development, or we are unable to mitigate the remaining supply chain exposures. We b meet customer demand for our products as a result of the component shortages and significant supply constraints we saw in past periods. While fiscal 2023, these balances continue to be higher as compared to prior fiscal years.

Service Services Gross Margin

Our service services gross margin percentage decreased increased by 0.4 1.7 percentage points primarily due to higher sales volume, lowe compensation expense and favorable mix of service offerings.

Our service services gross margin normally experiences some fluctuations due to various factors such as the timing of contract initiations in our overall service business. Other factors include the mix of service offerings, as the gross margin from our advanced services is typically lower than t

Gross Margin by Segment

The following table presents the total gross margin for each segment (in millions, except percentages):

		AMOUNT			PERCENTAGE								
		AMOUNT											
Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**			July 29, 2023	
Gross margin:	Gross margin:												
Americas													
Americas													
Americas	Americas	**$21,350**	$19,117	$19,499	**63.8 %**	64.1 %	66.9 %		**$21,372**	$	$21,350	$	
EMEA	EMEA	**10,016**	8,969	8,466	**66.2 %**	65.4 %	65.4 %	EMEA	**9,755**	10,016		10,016	8,
APJC	APJC	**5,424**	5,241	4,949	**64.4 %**	65.3 %	64.2 %	APJC	**5,187**	5,424		5,424	5,
Segment total	Segment total	**36,788**	33,326	32,914	**64.5 %**	64.6 %	66.1 %	Segment total	**36,312**	36,788		36,788	33,

Unallocated corporate items (1)	Unallocated corporate items (1)	**(1,035)**	(1,078)	(1,020)			
Total	Total	**$35,753**	$32,248	$31,894	**62.7 %**	62.5 %	64.0 %
Total							
Total						**$34,828**	$35,753

(1) The unallocated corporate items include the effects of amortization and impairments of acquisition-related intangible assets, share-based compensation expense, significant litigation

We do not allocate these items to the gross margin for each segment because management does not include such information in measuring the performance of the operating segments

Amounts may not sum and percentages may not recalculate due to rounding.

We experienced a gross margin percentage decrease increase in our Americas segment due to productivity benefits, favorable product mix and hig favorable pricing and favorable product mix. pricing.

Gross margin in our EMEA segment increased due to favorable pricing, product mix, productivity benefits and to a lesser extent, favorable product

The APJC segment gross margin percentage decrease increase was due to negative impacts from productivity and pricing erosion, partially offset

productivity benefits, partially offset by negative impacts from pricing.

Research and Development (“R&D”), Sales and Marketing, and General and Administrative (“G&A”) Expenses

R&D, sales and marketing, and G&A expenses are summarized in the following table (in millions, except percentages):

		Years Ended			2023 vs. 2022					
		July 29, 2023	July 30, 2022	July 31, 2021	Variance in Dollars	Variance in Percent				
		Years Ended **July 27, 2024**								**July 27, 2024**
Research and development	Research and development	**$ 7,551**	$ 6,774	$ 6,549	$ 777	11 %	Research and development	**$ 7,983**	$	$
Percentage of revenue	*Percentage of revenue*	***13.2 %***	*13.1 %*	*13.1 %*						
Sales and marketing	Sales and marketing	**9,880**	9,085	9,259	795	9 %				
Sales and marketing										
Sales and marketing								**10,364**		
Percentage of revenue	*Percentage of revenue*	***17.3 %***	*17.6 %*	*18.6 %*						
General and administrative										
General and administrative										
General and administrative	General and administrative	**2,478**	2,101	2,152	377	18 %		**2,813**	2,478	2,478
Percentage of revenue	*Percentage of revenue*	***4.3 %***	*4.1 %*	*4.3 %*						
Total	Total	**$ 19,909**	$17,960	$17,960	$1,949	11 %				
Total										
Total								**$21,160**		$
Percentage of revenue	*Percentage of revenue*	***34.9 %***	*34.8 %*	*36.1 %*						

R&D Expenses

R&D expenses increased due to higher headcount-related expenses, higher share-based compensation expense, incremental expenses from offset by lower contracted services spending headcount-related expenses and lower acquisitions and divestitures related costs. variable compensa

We continue to invest in R&D in order to bring a broad range of products to market in a timely fashion. If we believe that we are unable to ente license technology from other businesses, or we may partner with or acquire businesses as an alternative to internal R&D.

CISCO SYSTEMS, INC.

Sales and Marketing Expenses

Sales and marketing expenses increased primarily due to higher headcount-related incremental expenses higher discretionary spending and f headcount-related expenses and higher cash compensation from acquisitions, partially offset by the absence of certain non-recurring charges spending. spending and lower variable compensation expense.

G&A Expenses

G&A expenses increased due to higher headcount-related acquisition-related costs, incremental expenses from Splunk, higher share-based expense, headcount-related expenses, partially offset by the absence of certain non-recurring charges recognized due to the Russia and Ukrai related costs. variable compensation expense.

Effect of Foreign Currency

In fiscal 2023, 2024, foreign currency fluctuations, net of hedging, decreased increased the combined R&D, sales and marketing, and G&A expense

Amortization of Purchased Intangible Assets

The following table presents the amortization of purchased intangible assets including impairment charges (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Amortization of purchased intangible assets:	Amortization of purchased intangible assets:					
Cost of sales	Cost of sales	**$649**	$ 749	$716		
Cost of sales						
Cost of sales						
Operating expenses	Operating expenses	**282**	328	215		
Total	Total	**$931**	$1,077	$931		

The decrease increase in amortization of purchased intangible assets was primarily due to amortization of purchased intangibles from our recent $145 million in fiscal 2024. These increases were partially offset by certain purchased intangible assets that became fully amortized, partially offs fair value resulting from reductions in or the elimination of purchased intangibles from expected future cash flows associated with certain of our rec

Restructuring and Other Charges

The following table presents We recognized total restructuring and other charges, (in millions):

Years Ended

Restructuring and other charges included in operating expenses

included in operating expenses, of $789 million and $531 million in fiscal 2024 and 2023, respectively.

In the second first quarter of fiscal 2025, we announced a restructuring plan in order to allow us to invest in key growth opportunities and drive mo our global workforce. The total pre-tax charges are estimated to be up to $1 billion. We expect this plan to be substantially completed by the end of

In the third quarter of fiscal 2024, we initiated a restructuring plan in order to realign the organization and enable further investment in key priority this plan, we incurred charges of $654 million for fiscal 2024 and the plan is substantially complete.

In fiscal 2023, we announced a restructuring plan in order to rebalance the organization and enable further investment in key priority areas, of w estimated to be approximately $700 million. In connection with this restructuring plan, we areas. We incurred cumulative charges of $535 $67 completed by the end of the first quarter of fiscal 2024.

We expect to reinvest substantially all of the costs cost savings from this these restructuring plan plans in our key priority areas. areas and key gro not expected to be material for future periods.

Operating Income

The following table presents our operating income and our operating income as a percentage of revenue (in millions, except percentages):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended
Operating income	Operating income	**$15,031**	$13,969	$12,833	
Operating income as a percentage of revenue	Operating income as a percentage of revenue	**26.4 %**	27.1 %	25.8 %	Operating income as a percentage of revenue

Operating income increased decreased by 8% 19%, and as a percentage of revenue operating income decreased by 0.7 3.8 percentage point increase decrease, incremental operating expenses from Splunk, higher restructuring and other charges and higher amortization of purchased inta and favorable product mix, productivity benefits, partially offset by negative impacts from productivity), partially offset by higher operating expe operating expenses percentage increase. pricing).

Interest and Other Income (Loss), Net

Interest Income (Expense), Net The following table summarizes interest income and interest expense (in millions):

		Years Ended			2023 vs. 2022
		July 29, 2023	July 30, 2022	July 31, 2021	Variance in Dollars
	Years Ended				Years
	July 27, 2024				**July 27, 2024** July 29, 2023 July 30
Interest income	Interest income	**$962**	$476	$618	$ 486
Interest expense	Interest expense	**(427)**	(360)	(434)	(67)
Interest income (expense), net	Interest income (expense), net	**$535**	$116	$184	$ 419

Interest income increased driven by a higher average balance of cash and available-for-sale debt investments and higher interest rates. The inc issuances of senior notes and commercial paper during fiscal 2024. We incurred incremental net interest expense of approximately $500 million periods due to a lower average balance of cash and available-for-sale debt balance. investments and higher interest expense due to the higher out

Other Income (Loss), Net The components of other income (loss), net, are summarized as follows (in millions):

		Years Ended			2023 vs. 2022
		July 29, 2023	July 30, 2022	July 31, 2021	Variance in Dollars
	Years Ended				
	July 27, 2024				**July 27, 2024** July 29, 2023
Gains (losses) on investments, net:	Gains (losses) on investments, net:				
Available-for-sale debt investments					
Available-for-sale debt investments					
Available-for-sale debt investments	Available-for-sale debt investments	**$ (21)**	$ 9	$ 53	$ (30)
Marketable equity investments	Marketable equity investments	**37**	(38)	6	75

Privately held investments	Privately held investments	**(193)**	486	266	(679)
Net gains (losses) on investments	Net gains (losses) on investments	**(177)**	457	325	(634)
Other gains (losses), net	Other gains (losses), net	**(71)**	(65)	(80)	(6)
Other income (loss), net	Other income (loss), net	**$(248)**	$392	$245	$ (640)

The decrease change in our other income (loss), net was primarily driven by realized and unrealized higher losses and impairment charges on investments and unfavorable impacts from foreign exchange, partially offset by higher gains on our marketable equity investments and lower net lo

Provision for Income Taxes

The provision for income taxes resulted in an effective tax rate of 15.6% for fiscal 2024, compared with 17.7% for fiscal 2023, compared with 18.4 primarily due to an increase in U.S. foreign-derived intangible income deduction benefit driven by the capitalization discrete tax benefits relating to as required by the Tax Cuts and Jobs Act ("the Tax Act") partially offset by a decrease an increase in the U.S. federal research tax credit and stock

For a full reconciliation of our effective tax rate to the U.S. federal statutory rate of 21% and for further explanation of our provision for income taxes

LIQUIDITY AND CAPITAL RESOURCES

The following sections discuss the effects of changes in our balance sheet, our capital allocation strategy including stock repurchase program liquidity and capital resources.

Balance Sheet and Cash Flows

Cash and Cash Equivalents and Investments The following table summarizes our cash and cash equivalents and investments (in millions):

		July 29, 2023	July 30, 2022	Increase (Decrease)	**July 27, 2024**	July 29, 2023
Cash and cash equivalents	Cash and cash equivalents	**$10,123**	$ 7,079	$ 3,044		
Available-for-sale debt investments	Available-for-sale debt investments	**15,592**	11,947	3,645		
Marketable equity securities	Marketable equity securities	**431**	241	190		
Total	Total	**$26,146**	$19,267	$ 6,879		

The net increase decrease in cash and cash equivalents and investments from fiscal 2022 2023 to fiscal 2023 2024 was primarily driven by cash p of cash was partially offset by $27.5 billion, cash returned to stockholders in the form of cash dividends of $6.3 billion $6.4 billion and repurchas billion, repayment of debt of $1.1 billion $1.8 billion, capital expenditures of $0.8 billion and net cash paid for our other acquisitions, excluding Splu

In February 2023, an IRS announcement related to These uses of cash were partially offset by the California floods (IR-2023-33) deferred our rer activities of $10.9 billion and net issuances of commercial paper notes of $10.8 billion. The net cash provided by operating activities during fisc Beginning in fiscal 2023, we were required to capitalize and amortize R&D expenses as required of $2.8 billion that was deferred by the Tax Act. 2023 absent the payment deferral. As of July 29, 2023, we have deferred approximately $2.8 billion of federal tax payments. Our cash paid for deferred federal the California floods and the U.S. transition tax payments. payment of $1.4 billion.

We maintain an investment portfolio of various holdings, types, and maturities. We classify our investments as short-term investments based on th of our portfolio is strong, with our cash equivalents and our available-for-sale debt investment portfolio consisting primarily of high quality inves

position allows us to use our cash resources for strategic investments to gain access to new technologies, for acquisitions, for customer financ
payment of dividends as discussed below.

Securities Lending We periodically engage in securities lending activities with certain of our available-for-sale debt investments. These transactior only on an overnight basis. We require collateral equal to at least 102% of the fair market value of the loaned security and that the collateral be ir only with highly creditworthy counterparties, and the associated portfolio custodian has agreed to indemnify us against collateral losses. We did r presented. As of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023, we had no outstanding securities lending transactions.

Free Cash Flow and Capital Allocation As part of our capital allocation strategy, we target to return a minimum of 50% of our free cash flow annuall

We define free cash flow as net cash provided by operating activities less cash used to acquire property and equipment. The following table reconc

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Net cash provided by operating activities	Net cash provided by operating activities	**$19,886**	$13,226	$15,454		
Acquisition of property and equipment	Acquisition of property and equipment	**(849)**	(477)	(692)		
Free cash flow	Free cash flow	**$19,037**	$12,749	$14,762		

We expect that cash provided by operating activities may fluctuate in future periods as a result of a number of factors, including fluctuations in our shipment linearity), the timing and collection of accounts receivable and financing receivables, inventory and supply chain management,

deferred revenue and the timing and amount of tax and other payments. For additional discussion, see "Part I, Item 1A. Risk Factors" in this report.

We consider free cash flow to be a liquidity measure that provides useful information to management and investors because of our intent to r repurchases. We further regard free cash flow as a useful measure because it reflects cash that can be used to, among other things, invest in common stock, after deducting capital investments. A limitation of the utility of free cash flow as a measure of financial performance and liquidity is the period. In addition, we have other required uses of cash, including repaying the principal of our outstanding indebtedness. Free cash flow is should not be regarded in isolation or as an alternative for net cash provided by operating activities or any other measure calculated in accordar than we do.

The following table summarizes the dividends paid and stock repurchases (in millions, except per-share amounts):

		DIVIDENDS		STOCK REPURCHASE PROGRAM			TOTAL				
		DIVIDENDS								DIVIDENDS	
Years Ended	Years Ended	Per Share	Amount	Shares	Weighted-Average Price per Share	Amount	Amount	Years Ended	Per Share	Amount	Shares
July 27, 2024											
July 29, 2023	**July 29, 2023**	**$ 1.54**	**$6,302**	**88**	**$ 48.49**	**$4,271**	**$10,573**				
July 30, 2022	July 30, 2022	$ 1.50	$6,224	146	$ 52.82	$7,734	$13,958				
July 31, 2021		$ 1.46	$6,163	64	$ 45.48	$2,902	$ 9,065				

On August 16, 2023 August 14, 2024, our Board of Directors declared a quarterly dividend of $0.39 $0.40 per common share to be paid on Octobe 4, 2023 October 2, 2024. Any future Future dividends are will be subject to the approval of our Board of Directors.

The remaining authorized amount for stock repurchases under this program is approximately $10.9 billion $5.2 billion, with no termination date.

Accounts Receivable, Net The following table summarizes our accounts receivable, net (in millions):

Accounts receivable, net	
Accounts receivable, net	

Our accounts receivable net, as of July 29, 2023 decreased July 27, 2024 increased by approximately 12% 14% compared with the end of fiscal 2
2023 2024 compared with the end of fiscal 2022. 2023.

Inventory Supply Chain The following table summarizes our inventories and inventory purchase commitments with contract manufacturers and sup

		July 29, 2023	July 30, 2022	July 31, 2021	Variance vs. July 30, 2022	Variance vs. July 31, 2021	**July 27, 2024**	July 29, 2023	July 30, 2022
Inventories	Inventories	**$3,644**	$ 2,568	$ 1,559	$ 1,076	$ 2,085			
Inventory purchase commitments	Inventory purchase commitments	**$7,253**	$12,964	$10,254	$(5,711)	$(3,001)			
Inventory deposits and prepayments	Inventory deposits and prepayments	**$1,109**	$ 1,484	$ 162	$ (375)	$ 947			

The following table summarizes our inventory purchase commitments with contract manufacturers and suppliers by period (in millions):

		July 29, 2023	July 30, 2022	July 31, 2021	Variance vs. July 30, 2022	Variance vs. July 31, 2021	**July 27, 2024**	July 29, 2023	July 30, 2022
Less than 1 year	Less than 1 year	**$5,270**	$ 9,954	$ 6,903	$(4,684)	$(1,633)			
1 to 3 years	1 to 3 years	**1,783**	2,240	1,806	(457)	(23)			
3 to 5 years	3 to 5 years	**200**	770	1,545	(570)	(1,345)			
Total	Total	**$7,253**	$12,964	$10,254	$(5,711)	$(3,001)			

Inventory as of July 29, 2023 increased July 27, 2024 decreased by 42% 7% and inventory purchase commitments with contract manufacturers
combined decrease of 30% 22% in our inventory and inventory purchase commitments as compared with the end of fiscal 2022 2023 was primarily
efforts to work with contract manufacturers and suppliers to optimize our inventory and purchase commitment levels.

We have increased our levels of inventory in order to help mitigate risks in our supply chain. We also began increasing our inventory supply chain
industry-wide. The increases were primarily due to arrangements to secure supply and pricing for certain product components and commitments
well as advance payments with suppliers to secure future supply, as a result of the supply constraints. As discussed, our Our risks of future
Operations—Product Gross Margin section.

We purchase components from a variety of suppliers and use several contract manufacturers to provide manufacturing services for our products
ensure adequate component supply, we enter into agreements with contract manufacturers and suppliers that allow them to procure inventory bas
our commitment to securing manufacturing capacity.

Our inventory purchase commitments are for short-term product manufacturing requirements as well as for commitments to suppliers to secure
with contract manufacturers suppliers and suppliers relate to arrangements fixed-dollar commitments to secure supply and pricing for certain produ
arising from these agreements are firm, noncancelable, and unconditional commitments. In certain instances, these agreements allow us the opti
orders being placed.

Inventory and supply chain management remain areas of focus as we balance the need to maintain supply chain flexibility to help ensure comp
changing technology and customer requirements. We believe the amount of our inventory and inventory purchase commitments is appropriate for

Financing Receivables and Guarantees The following table summarizes our financing receivables (in millions):

		July 29, 2023	July 30, 2022	Increase (Decrease)	July 27, 2024	July 29, 2023
Loan receivables, net	Loan receivables, net	**$5,857**	$6,739	$ (882)		
Lease receivables, net	Lease receivables, net	**978**	1,175	(197)		
Total, net	Total, net	**$6,835**	$7,914	$ (1,079)		

Financing Receivables Our financing arrangements include loans and leases. Our loan receivables include customer financing for purchases of o
may include additional funds for other costs associated with network installation and integration of our products and services. Lease receivables in
interest in the underlying assets. Financing receivables decreased by 14%. 2% as compared with the end of fiscal 2023.

Financing Guarantees In the normal course of business, third parties may provide financing arrangements to our customers and channel partne
leases and loans and typically have terms of up to three years. In some cases, we provide guarantees to third parties for these lease and loar
financing provided by third parties, with payment terms generally ranging from 60 to 90 days. In certain instances, these financing arrangements
transfer, as these transfers qualify as true sales, and we receive payments for the receivables from the third party based on our standard payment

The volume of channel partner financing was $32.1 billion $27.1 billion, $27.9 billion $32.1 billion, and $26.7 billion $27.9 billion in fiscal 2024, 2023
requirements of the channel partners, and in some cases, we guarantee a portion of these arrangements. The balance of the channel partner fina
2023 July 27, 2024 and July 30, 2022 July 29, 2023, respectively. We could be called upon to make payments under these guarantees in the eve
have been immaterial. Where we provide a guarantee, we defer the revenue associated with the channel partner financing arrangement in accord
In either case, the deferred revenue is recognized as revenue when the guarantee is removed. As of July 29, 2023 July 27, 2024,

the total maximum potential future payments related to these guarantees was approximately $159 million $127 million, of which approximately $34

Borrowings

Senior Notes The following table summarizes the principal amount of our senior notes (in millions):

		Maturity Date	July 29, 2023	July 30, 2022	Maturity Date	Ju
Senior notes:	Senior notes:					
Fixed-rate notes:	Fixed-rate notes:					
2.60%		February 28, 2023	**$ —**	$ 500		
Fixed-rate notes:						
Fixed-rate notes:						
2.20%						
2.20%						
2.20%	2.20%	September 20, 2023	**750**	750		
3.625%	3.625%	March 4, 2024	**1,000**	1,000		
3.50%	3.50%	June 15, 2025	**500**	500		
4.90%						
2.95%	2.95%	February 28, 2026	**750**	750		
2.50%	2.50%	September 20, 2026	**1,500**	1,500		
4.80%						
4.85%						

4.95%				
5.05%				
5.90%	5.90%	February 15, 2039	**2,000**	2,000
5.50%	5.50%	January 15, 2040	**2,000**	2,000
5.30%				
5.35%				
Total	Total		**$8,500**	$9,000

In February 2024, we issued senior notes for an aggregate principal amount of $13.5 billion.

Interest is payable semiannually on each class of the senior fixed-rate notes, each of which is redeemable by us at any time, subject to a make-wh

Commercial Paper We have a short-term debt financing program in which up to $10.0 billion $15.0 billion is available through the issuance of c general corporate purposes. We had $10.9 billion in commercial paper notes outstanding as of July 27, 2024, and no commercial paper notes outs

Credit Facility On May 13, 2021, we entered into a 5-year credit agreement with certain institutional lenders that provides for a $3.0 billion unsecu were in compliance with the required interest coverage ratio and the other covenants, and we had not borrowed any funds under the credit ag restated 5-year $5.0 billion unsecured revolving credit agreement. The interest rate for the credit agreement to replace the LIBOR index with Term

Any advances under the 5-year credit agreement will accrue interest at rates that are equal to, is determined based on a formula using certain con adjustment) or (ii) the Base Rate (to be defined as the highest of (x) the Bank of America prime rate, (y) the Federal Funds rate plus 0.50% and (z) Yen, TIBOR and (d) with respect to loans in Pounds Sterling, SONIA, plus a margin that is based on our senior debt credit ratings as published by no event will the interest rate be less than 0.0%. We will pay a quarterly commitment fee during the term of the 5-year credit agreement which incorporates certain sustainability-linked metrics. Specifically, our applicable interest rate and commitment fee are subject to upward or down performance indicator metrics: (i) social impact and (ii) foam reduction. We may also, upon the agreement of either the then-existing lenders or ad facility by up to an additional $2.0 billion and, at our option, extend the maturity of the facility for an additional year up to two times. market rates. Th interest coverage ratio as defined (defined in the agreement as the ratio of consolidated EBITDA to consolidated interest expense) of not less than not borrowed any funds under our credit agreement.

Remaining Performance Obligations The following table presents the breakdown of remaining performance obligations (in millions):

		July 29, 2023	July 30, 2022	Increase (Decrease)	July 27, 2024	July 29, 2023
Product	Product	**$15,802**	$14,090	$ 1,712		
Service		**19,066**	17,449	1,617		
Services						
Total	Total	**$34,868**	$31,539	$ 3,329		
Short-term RPO	Short-term RPO	**$17,910**	$16,936	$ 974		
Short-term RPO						
Short-term RPO						
Long-term RPO	Long-term RPO	**16,958**	14,603	2,355		
Total	Total	**$34,868**	$31,539	$ 3,329		

Total remaining performance obligations increased 11% 18% in fiscal 2023. 2024. Total remaining performance obligations as of July 27, 2024 i product increased 12% 27% and remaining performance obligations for service services increased 9% 10%, compared to fiscal 2022. 2023. We ex over the next 12 months.

Deferred Revenue The following table presents the breakdown of deferred revenue (in millions):

		July 29, 2023	July 30, 2022	Increase (Decrease)	July 27, 2024	July 29, 2023
Product	Product	**$11,505**	$10,427	$ 1,078		
Service		**14,045**	12,837	1,208		
Services						
Total	Total	**$25,550**	$23,264	$ 2,286		
Reported as:	Reported as:					
Current	Current	**$13,908**	$12,784	$ 1,124		
Current						
Current						
Noncurrent	Noncurrent	**11,642**	10,480	1,162		
Total	Total	**$25,550**	$23,264	$ 2,286		

Total deferred revenue increased 10% 11% in fiscal 2023. 2024. The increase in deferred product revenue of 10% 15% was primarily due to th recurring software offerings. The increase in deferred service services revenue of 9% was driven by higher business volume and the impact amortization of deferred service services revenue.

Contractual Obligations

The impact of contractual obligations on our liquidity and capital resources in future periods should be analyzed in conjunction with the factors that our liquidity and capital resources through an annual budgeting process. The following table summarizes our contractual obligations at July 29, 202

		PAYMENTS DUE BY PERIOD					PAYMENTS DUE B	
July 29, 2023		Total	Less than 1 Year	1 to 3 Years	3 to 5 Years	More than 5 Years		
July 27, 2024							July 27, 2024	Total	Less than 1 Year
Operating leases	Operating leases	$ 1,116	$ 341	$ 426	$ 172	$ 177		
Purchase commitments with contract manufacturers and suppliers	Purchase commitments with contract manufacturers and suppliers	7,253	5,270	1,783	200	—		
Other purchase obligations	Other purchase obligations	2,476	1,222	976	265	13		
Senior notes	Senior notes	8,500	1,750	1,250	1,500	4,000		
Transition tax payable	Transition tax payable	5,456	1,364	4,092	—	—		
Other long-term liabilities	Other long-term liabilities	1,365	—	215	166	984		
Total by period	Total by period	$26,166	$ 9,947	$8,742	$2,303	$ 5,174		
Other long-term liabilities (uncertainty in the timing of future payments)	Other long-term liabilities (uncertainty in the timing of future payments)	1,726						
Total	Total	$27,892						
Total								
Total								

Operating Leases For more information on our operating leases, see Note 8 to the Consolidated Financial Statements.

Purchase Commitments with Contract Manufacturers and Suppliers We purchase components from a variety of suppliers and use several con commitments are for short-term product manufacturing requirements as well as for commitments to suppliers to secure manufacturing capacity. (and suppliers relate to arrangements fixed-dollar commitments to secure supply and pricing for certain product components for multi-year periods

firm, noncancelable, and unconditional commitments. We record a liability for firm, noncancelable, and unconditional purchase commitments for q
obsolete inventory. See further discussion in "Inventory Supply Chain."

Other Purchase Obligations Other purchase obligations represent an estimate of all contractual obligations in the ordinary course of business, ot
we have not received the goods or services. Purchase orders are not included in the preceding table as they typically represent our authorization t

Long-Term Debt The amount of long-term debt in the preceding table represents the principal amount of the respective debt instruments. See Not

Transition Tax Payable Transition tax payable represents future cash tax payments associated with the one-time U.S. transition tax on accumulate

Other Long-Term Liabilities Other long-term liabilities primarily include noncurrent income taxes payable, accrued liabilities for deferred compen
timing of future payments, our noncurrent income taxes payable of approximately $1.7 billion and deferred tax liabilities of $62 million $76 million v
table. Noncurrent income taxes payable include uncertain tax positions. See Note 18 to the Consolidated Financial Statements.

Other Commitments

In connection with our acquisitions, we have agreed to pay certain additional amounts contingent upon the achievement of certain agreed-upon
certain employees of the acquired entities. See Note 14 4 to the Consolidated Financial Statements.

We also have certain funding commitments primarily related to our privately held investments, some of which may be based on the achieveme
funding commitments were $0.3 billion $0.2 billion and $0.4 $0.3 billion as of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023, respectiv

In the ordinary course of business, we have privately held investments and provide financing to certain customers. Certain of these investments a
investments and customer financings, and we have determined that as of July 29, 2023 July 27, 2024 there were no material unconsolidated varia

On an ongoing basis, we reassess our privately held investments and customer financings to determine if they are variable interest entities and if
As a result of this ongoing assessment, we may be required to make additional disclosures or consolidate these entities. Because we may not con

We provide financing guarantees, which are generally for various third-party financing arrangements extended to our channel partners. We coul
channel partners. See the previous discussion of these financing guarantees under "Financing Receivables and Guarantees."

Liquidity and Capital Resource Requirements

Based on past performance and current expectations, we believe our cash and cash equivalents, investments, cash generated from operations, a
12 months, our liquidity requirements, both in total and domestically, including the following: working capital needs (including inventory and other s
dividends, contractual obligations, commitments, principal and interest payments on debt, pending acquisitions, future customer financings, and o
to inventory and other supply related payments through at least the next 12 months. There are no other transactions, arrangements, or relationsh
liquidity and the availability of, as well as our requirements for, capital resources.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Our financial position is exposed to a variety of risks, including interest rate risk, equity price risk, and foreign currency exchange risk.

Interest Rate Risk

Available-for-Sale Debt Investments We maintain an investment portfolio of various holdings, types, and maturities. Our primary objective for hol
with preserving principal and managing risk. At any time, a sharp rise in market interest rates could have a material adverse impact on the fa
including the impact from lower credit spreads, could have a material adverse impact on interest income for our investment portfolio. We may utiliz
We had no outstanding hedging instruments for our available-for-sale debt investments as of July 29, 2023. Our available-for-sale debt invest
leveraged as of July 29, 2023 July 27, 2024. We monitor our interest rate and credit risks, including our credit exposures to specific rating categori

The following tables present the hypothetical fair values of our available-for-sale debt investments, including the hedging effects when applicabl
changes reflect immediate hypothetical parallel shifts in the yield curve of plus or minus 50 basis points (BPS), plus 100 BPS, and plus 150 BPS.
as follows (in millions):

	VALUATION OF SECURITIES GIVEN AN INTEREST RATE DECREASE OF X BASIS POINTS		
	(150 BPS)	(100 BPS)	(50 BPS)
Available-for-sale debt investments	$15,901	$15,798	$15,695

	VALUATION OF SECURITIES GIVEN AN INTEREST RATE DECREASE OF X BASIS POINTS		
	(150 BPS)	(100 BPS)	(50 BPS)
Available-for-sale debt investments	$10,057	$9,993	$9,929

	VALUATION OF SECURITIES GIVEN AN INTEREST RATE DECREASE OF X BASIS POINTS		
	(150 BPS)	(100 BPS)	(50 BPS)
Available-for-sale debt investments	$12,263	$12,158	$12,052

	VALUATION OF SECURITIES GIVEN AN INTEREST RATE DECREASE OF X BASIS POINTS		
	(150 BPS)	(100 BPS)	(50 BPS)
Available-for-sale debt investments	$15,901	$15,798	$15,695

Financing Receivables As of July 29, 2023 July 27, 2024, our financing receivables had a carrying value of $6.8 billion $6.7 billion, compared wi hypothetical 50 BPS increase or decrease in market interest rates would change the fair value of our financing receivables by a decrease or increa

Debt As of July 29, 2023 July 27, 2024, we had $8.5 billion $20.3 billion in principal amount of senior fixed-rate notes outstanding. The carrying an prices was $8.7 billion $20.4 billion. As of July 29, 2023 July 27, 2024, a hypothetical 50 BPS increase or decrease in market interest rates would cl a decrease or increase of approximately $0.3 billion $0.7 billion, respectively. However, this hypothetical change in interest rates would not impact t

At any time, a sharp rise in market interest rates could cause us to incur additional interest expense to the extent we issue additional commercial p

Equity Price Risk

Marketable Equity Investments The fair value of our marketable equity investments is subject to market price volatility. We hold equity securities held for purposes other than trading. The total fair value of our marketable equity securities was $431 million $481 million and $241 million $431 mil

Privately Held Investments These investments are recorded in other assets in our Consolidated Balance Sheets. As of July 29, 2023 July 27, 202 billion, compared with $1.9 billion at July 30, 2022 July 27, 2024 and July 29, 2023. Some of these companies in which we invested are in the sta technologies or products these companies are developing are typically in the early stages and may never materialize. We could lose our entir fundamentals of the businesses invested in, including, among other factors, the nature of their technologies and potential for financial return.

Foreign Currency Exchange Risk

Our foreign exchange forward contracts outstanding at fiscal year-end are summarized in U.S. dollar equivalents as follows (in millions):

		July 29, 2023		July 30, 2022		July 27, 2024	
		Notional Amount	**Fair Value**	Notional Amount	Fair Value	**Notional Amount**	**Fair Value**
Forward contracts:	Forward contracts:						
Purchased	Purchased	**$3,014**	**$ (33)**	$2,578	$ (50)		
Purchased							
Purchased							
Sold	Sold	**$2,406**	**$ 31**	$1,943	$ 50		

We conduct business globally in numerous currencies. The direct effect of foreign currency fluctuations on revenue has not been material becau relative to other currencies, such strengthening could have an indirect effect on our revenue to the extent it raises the cost of our products to non-U However, the precise indirect effect of currency fluctuations is difficult to measure or predict because our revenue is influenced by many factors in a

Approximately 75% 70% of our operating expenses are U.S.-dollar denominated. In fiscal 2023, 2024, foreign currency fluctuations, net of he approximately $364 million $30 million, or 2.0% 0.2%, as compared with fiscal 2022. 2023. To reduce variability in operating expenses and servic hedge certain forecasted foreign currency transactions with currency options and forward contracts. These hedging programs are not designed approach, we consider several factors, including offsetting exposures, significance of exposures, costs associated with entering into a particula exchange contracts mitigate the effect of currency movements on our operating expenses and service cost of sales.

We also enter into foreign exchange forward and option contracts to reduce the short-term effects of foreign currency fluctuations on receivabl entities. The market risks associated with these foreign currency receivables and payables relate primarily to variances from our forecasted forei contracts for speculative purposes.

Item 8. **Financial Statements and Supplementary Data**

Index to Consolidated Financial Statements

Report of Independent Registered Public Accountin

To the Board of Directors and Stockholders of Cisco Systems, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Cisco Systems, Inc. and its subsidiaries (the "Company") as of July 29, 2 operations, of comprehensive income, of equity and of cash flows for each of the three years in the period ended July 29, 2023 July 27, 2024, inclu have audited the Company's internal control over financial reporting as of July 29, 2023 July 27, 2024, based on criteria established in *Internal Co* Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company a
and its cash flows for each of the three years in the period ended July 29, 2023 July 27, 2024 in conformity with accounting principles generally
material respects, effective internal control over financial reporting as of July 29, 2023 July 27, 2024, based on criteria established in *Internal Contr*

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on the reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (I U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtai misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidate those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financia estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal cor reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal contro considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded Splunk Inc. ("Splunk") from its asse the Company in a purchase business combination during 2024. We have also excluded Splunk from our audit of internal control over financial rep management's assessment and our audit of internal control over financial reporting represent approximately 3% and 3%, respectively, of the relate

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financia generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) p transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to perm and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of th unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter matters communicated below is a matter are matters arising from the current period audit of the consolidated financial stat that (i) relates relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challengin any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter m accounts or disclosures to which it relates. they relate.

Revenue recognition — identification of contractual terms in certain customer arrangements Recognition for Certain Product and Services Revenue

As described in Note 2 to the consolidated financial statements, management assesses relevant contractual terms in its customer arrangements can include various combinations of products and services which are generally distinct and accounted for as separate performance obligations. T contract with a customer in an amount that reflects the consideration the Company expects to receive in exchange for those products or service product, generally upon shipment, electronic delivery (or when the software is available for download by the customer), or once title and risk o maintenance and services as the customer receives the benefit over the contract term. In certain customer arrangements, management applies ju on the contractual terms. In order to determine the transaction price, and management may be required to estimate variable consideration when the Company's total revenue was $57.0 billion. $53.8 billion, of which the majority relates to certain product and services revenue.

The principal considerations for our determination that performing procedures relating to the identification of contractual terms in revenue recogni the significant judgment by management in identifying contractual terms due to the volume in certain customer arrangements and customized natu judgment and effort in performing procedures to evaluate whether the contractual terms used in the determination of the transaction price and the certain product and determined by management. services revenue.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the co relating to the revenue recognition process, including those related to the identification obtaining an understanding of contractual management's p impact the and evaluating management's determination of the transaction price impact of those terms and conditions on revenue recognition. The and accuracy of management's identification and evaluation of the contractual terms and conditions by examining customer arrangements on a te amount and timing of revenue recognition based on the contractual terms identified in customer arrangements; (c) revenue transactions by obtain delivery; and (d) the timing of recognition of revenue transactions.

Acquisition of Splunk — Valuation of Customer Contracts and Related Relationships Asset and the Technology Asset Acquired

As described in Note 4 to the consolidated financial statements, on March 18, 2024, the Company completed the acquisition of Splunk for total co in connection with the acquisition. Of these acquired intangible assets, $6.1 billion of customer-related assets were recorded, of which the majori

was recorded. The customer contracts and related relationships asset was valued using the with-and-without method under the income approa
income approach. The present value of projected future cash flows included significant judgment and assumptions regarding projected future rever
customer arrangements. contracts and related relationships asset and projected future revenues, projected expenses, the technology obsolescenc

The principal considerations for our determination that performing procedures relating to the valuation of the customer contracts and related relati
critical audit matter are (i) the significant judgment by management when developing the fair value estimate of the customer-related and technol
procedures and evaluating management's significant assumptions related to projected future revenues, projected expenses, attrition rates, the re
asset and projected future revenues, projected expenses, the technology obsolescence rate, and the discount rate for the technology asset; and (ii

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the co
relating to the acquisition accounting, including controls over management's valuation of the customer contracts and related relationships asset a
purchase agreement; (ii) testing management's process for developing the fair value estimate of the customer contracts and related relationshi
methods used by management; (iv) testing the completeness and accuracy of the underlying data used in the income approach methods; and
projected future revenues, projected expenses, attrition rates, the revenue build up period, and the discount rate for the customer contracts and
obsolescence rate, and the discount rate for the technology asset. Evaluating management's assumptions related to projected future revenues, p
rate involved considering (i) the current and past performance of Splunk; (ii) the consistency with external market and industry data; and (iii)
Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the income approach methods and
relationships asset and the technology asset.

/s/ PricewaterhouseCoopers LLP
San Jose, California
September 7, 2023 5, 2024

We have served as the Company's auditor since 1988.

Reports of Management

Statement of Management's Responsibility

Cisco's management has always assumed full accountability for maintaining compliance with our established financial accounting policies and fo
and other users of the Consolidated Financial Statements to have confidence that the financial information that we provide is timely, complete, rel
Financial Statements, prepared in accordance with accounting principles generally accepted in the United States of America, and has full responsil

Management, with oversight by Cisco's Board of Directors, has established and maintains a strong ethical climate so that our affairs are conducte
an effective system of internal controls. Cisco's policies and practices reflect corporate governance initiatives that are compliant with the listing re
2002.

We are committed to enhancing stockholder value and fully understand and embrace our fiduciary oversight responsibilities. We are dedicated to
system of internal controls, are maintained. Our culture demands integrity, and we have the highest confidence in our processes, our internal cont
level of ethical standards.

Management's Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting for Cisco. Internal control over fina
financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.
the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii
of financial statements in accordance with generally accepted accounting principles and that receipts and expenditures of the Company are being
(iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any
inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Management (with the participation of the principal executive officer and principal financial officer) conducted an evaluation of the effectiveness
Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, ma
29, 2023 July 27, 2024. In accordance with guidance issued by the Securities and Exchange Commission staff, companies are permitted to excluc
exceed one year from the date of the acquisition. Management's assessment of the effectiveness of our internal control over financial reporting as
18, 2024. We have included the financial results of Splunk Inc. in our Consolidated Financial Statements since the date of acquisition. Total as
consolidated assets and total consolidated revenue as of and for the year ended July 27, 2024. PricewaterhouseCoopers LLP, an independent
financial reporting and has issued a report on Cisco's internal control over financial reporting, which is included in their report on the preceding pag

/S/ CHARLES H. ROBBINS	/S/ R. SCOTT HERR
Charles H. Robbins	R. Scott Herren
Chair and Chief Executive Officer	Executive Vice Pre
September 7, 2023 5, 2024	September 7, 2023

CISCO SYSTEMS, INC.
Consolidated Balance Sheets
(in millions, except par value)

		July 29, 2023	July 30, 2022
	July 27, 2024		
ASSETS	**ASSETS**		
Current assets:	Current assets:		
Current assets:			
Current assets:			
Cash and cash equivalents			
Cash and cash equivalents			
Cash and cash equivalents	Cash and cash equivalents	**$ 10,123**	$ 7,079
Investments	Investments	**16,023**	12,188
Accounts receivable, net of allowance of $85 at July 29, 2023 and $83 at July 30, 2022		**5,854**	6,622
Accounts receivable, net of allowance of $87 at July 27, 2024 and $85 at July 29, 2023			
Inventories	Inventories	**3,644**	2,568
Financing receivables, net	Financing receivables, net	**3,352**	3,905
Other current assets	Other current assets	**4,352**	4,355
Total current assets	Total current assets	**43,348**	36,717
Property and equipment, net	Property and equipment, net	**2,085**	1,997
Financing receivables, net	Financing receivables, net	**3,483**	4,009
Goodwill	Goodwill	**38,535**	38,304
Purchased intangible assets, net	Purchased intangible assets, net	**1,818**	2,569
Deferred tax assets	Deferred tax assets	**6,576**	4,449
Other assets	Other assets	**6,007**	5,957
TOTAL ASSETS	**TOTAL ASSETS**	**$101,852**	$94,002
LIABILITIES AND EQUITY	**LIABILITIES AND EQUITY**		
Current liabilities:	Current liabilities:		
Current liabilities:			
Current liabilities:			
Short-term debt			
Short-term debt			
Short-term debt	Short-term debt	**$ 1,733**	$ 1,099
Accounts payable	Accounts payable	**2,313**	2,281

Income taxes payable	Income taxes payable	**4,235**	961	
Accrued compensation	Accrued compensation	**3,984**	3,316	
Deferred revenue	Deferred revenue	**13,908**	12,784	
Other current liabilities	Other current liabilities	**5,136**	5,199	
Total current liabilities	Total current liabilities	**31,309**	25,640	
Long-term debt	Long-term debt	**6,658**	8,416	
Income taxes payable	Income taxes payable	**5,756**	7,725	
Deferred revenue	Deferred revenue	**11,642**	10,480	
Other long-term liabilities	Other long-term liabilities	**2,134**	1,968	
Total liabilities	Total liabilities	**57,499**	54,229	
Commitments and contingencies (Note 14)	Commitments and contingencies (Note 14)			Commitments and contingencies (Note 14)
Equity:	Equity:			
Cisco stockholders' equity:	Cisco stockholders' equity:			
Cisco stockholders' equity:				
Cisco stockholders' equity:				
Preferred stock, $0.001 par value: 5 shares authorized; none issued and outstanding	Preferred stock, $0.001 par value: 5 shares authorized; none issued and outstanding	**—**	—	
Common stock and additional paid-in capital, $0.001 par value: 20,000 shares authorized; 4,066 and 4,110 shares issued and outstanding at July 29, 2023 and July 30, 2022, respectively		**44,289**	42,714	
Retained earnings (Accumulated deficit)		**1,639**	(1,319)	
Preferred stock, $0.001 par value: 5 shares authorized; none issued and outstanding				
Preferred stock, $0.001 par value: 5 shares authorized; none issued and outstanding				

Common stock and additional paid-in capital, $0.001 par value: 20,000 shares authorized; 4,007 and 4,066 shares issued and outstanding at July 27, 2024 and July 29, 2023, respectively			
Retained earnings			
Accumulated other comprehensive loss	Accumulated other comprehensive loss	**(1,575)**	(1,622)
Total equity	Total equity	**44,353**	39,773
TOTAL LIABILITIES AND EQUITY	**TOTAL LIABILITIES AND EQUITY**	**$101,852**	$94,002

See Notes to Consolidated Financial Statements.

CISCO SYSTEMS, INC.
Consolidated Statements of Operations
(in millions, except per-share amounts)

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
REVENUE:	**REVENUE:**					
Product	Product	**$43,142**	$38,018	$36,014		
Service		**13,856**	13,539	13,804		
Product						
Product						
Services						
Total revenue	Total revenue	**56,998**	51,557	49,818		
COST OF SALES:	**COST OF SALES:**					
Product	Product	**16,590**	14,814	13,300		
Service		**4,655**	4,495	4,624		
Product						
Product						
Services						
Total cost of sales	Total cost of sales	**21,245**	19,309	17,924		
GROSS MARGIN	**GROSS MARGIN**	**35,753**	32,248	31,894		
OPERATING EXPENSES:	**OPERATING EXPENSES:**					
Research and development						
Research and development						

Research and development	Research and development	**7,551**	6,774	6,549
Sales and marketing	Sales and marketing	**9,880**	9,085	9,259
General and administrative	General and administrative	**2,478**	2,101	2,152
Amortization of purchased intangible assets	Amortization of purchased intangible assets	**282**	313	215
Restructuring and other charges	Restructuring and other charges	**531**	6	886
Total operating expenses	Total operating expenses	**20,722**	18,279	19,061
OPERATING INCOME	**OPERATING INCOME**	**15,031**	13,969	12,833
Interest income	Interest income	**962**	476	618
Interest expense	Interest expense	**(427)**	(360)	(434)
Other income (loss), net	Other income (loss), net	**(248)**	392	245
Interest and other income (loss), net	Interest and other income (loss), net	**287**	508	429
INCOME BEFORE PROVISION FOR INCOME TAXES	**INCOME BEFORE PROVISION FOR INCOME TAXES**	**15,318**	14,477	13,262
Provision for income taxes	Provision for income taxes	**2,705**	2,665	2,671
NET INCOME	**NET INCOME**	**$12,613**	$11,812	$10,591
Net income per share:	Net income per share:			
Net income per share:				
Net income per share:				
Basic				
Basic				
Basic	Basic	**$ 3.08**	$ 2.83	$ 2.51
Diluted	Diluted	**$ 3.07**	$ 2.82	$ 2.50
Shares used in per-share calculation:	Shares used in per-share calculation:			
Basic	Basic	**4,093**	4,170	4,222
Basic				
Basic				
Diluted	Diluted	**4,105**	4,192	4,236

See Notes to Consolidated Financial Statements.

CISCO SYSTEMS, INC.
Consolidated Statements of Comprehensive Inco
(in millions)

Years Ended	Years Ended	July 29, 2023	July 30, 2022	July 31, 2021	Years Ended	July 27, 2024
Net income	Net income	**$12,613**	$11,812	$10,591		
Available-for-sale investments:	Available-for-sale investments:					
Change in net unrealized gains and losses, net of tax benefit (expense) of $35, $174, and $46 for fiscal 2023, 2022, and 2021, respectively		**(78)**	(557)	(95)		
Net (gains) losses reclassified into earnings, net of tax expense (benefit) of $(4), $5, and $15 for fiscal 2023, 2022, and 2021, respectively		**17**	(4)	(38)		
		(61)	(561)	(133)		
Change in net unrealized gains and losses, net of tax benefit (expense) of $(47), $35, and $174 for fiscal 2024, 2023, and 2022, respectively						
Change in net unrealized gains and losses, net of tax benefit (expense) of $(47), $35, and $174 for fiscal 2024, 2023, and 2022, respectively						
Change in net unrealized gains and losses, net of tax benefit (expense) of $(47), $35, and $174 for fiscal 2024, 2023, and 2022, respectively						
Net (gains) losses reclassified into earnings, net of tax expense (benefit) of $(14), $(4), and $5 for fiscal 2024, 2023, and 2022, respectively						
	199					
Cash flow hedging instruments:	Cash flow hedging instruments:					

Change in unrealized gains and losses, net of tax benefit (expense) of $(7), $(20), and $(4) for fiscal 2023, 2022, and 2021, respectively	**22**	67	16
Net (gains) losses reclassified into earnings, net of tax (benefit) expense of $15, $7, and $3 for fiscal 2023, 2022, and 2021, respectively	**(48)**	(22)	(11)
	(26)	45	5
Net change in cumulative translation adjustment and actuarial gains and losses, net of tax benefit (expense) of $19, $(44), and $(2) for fiscal 2023, 2022, and 2021, respectively	**134**	(689)	230
Change in unrealized gains and losses, net of tax benefit (expense) of $(30), $(7), and $(20) for fiscal 2024, 2023, and 2022, respectively			
Change in unrealized gains and losses, net of tax benefit (expense) of $(30), $(7), and $(20) for fiscal 2024, 2023, and 2022, respectively			
Change in unrealized gains and losses, net of tax benefit (expense) of $(30), $(7), and $(20) for fiscal 2024, 2023, and 2022, respectively			
Net (gains) losses reclassified into earnings, net of tax (benefit) expense of $12, $15, and $7 for fiscal 2024, 2023, and 2022, respectively			
	61		

Net change in cumulative translation adjustment and actuarial gains and losses, net of tax benefit (expense) of $2, $19, and $(44) for fiscal 2024, 2023, and 2022, respectively				
Other comprehensive income (loss)	Other comprehensive income (loss)	**47**	(1,205)	102
Comprehensive income	Comprehensive income	**$12,660**	$10,607	$10,693

See Notes to Consolidated Financial Statements.

CISCO SYSTEMS, INC.
Consolidated Statements of Cash Flows
(in millions)

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Cash flows from operating activities:	Cash flows from operating activities:					
Net income	Net income	**$12,613**	$11,812	$10,591		
Net income						
Net income						
Adjustments to reconcile net income to net cash provided by operating activities:	Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation, amortization, and other	Depreciation, amortization, and other	**1,726**	1,957	1,862		
Depreciation, amortization, and other						
Depreciation, amortization, and other						
Share-based compensation expense	Share-based compensation expense	**2,353**	1,886	1,761		
Provision (benefit) for receivables		**31**	55	(6)		
Provision for receivables						
Deferred income taxes	Deferred income taxes	**(2,085)**	(309)	(384)		
(Gains) losses on divestitures, investments and other, net	(Gains) losses on divestitures, investments and other, net	**206**	(453)	(354)		
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:	Change in operating assets and liabilities, net of effects of acquisitions and divestitures:					

Accounts receivable				
Accounts receivable				
Accounts receivable	Accounts receivable	**734**	(1,009)	(107)
Inventories	Inventories	**(1,069)**	(1,030)	(244)
Financing receivables	Financing receivables	**1,102**	1,241	1,577
Other assets	Other assets	**5**	(1,615)	(797)
Accounts payable	Accounts payable	**27**	(55)	(53)
Income taxes, net	Income taxes, net	**1,218**	(690)	(549)
Accrued compensation	Accrued compensation	**651**	(427)	643
Deferred revenue	Deferred revenue	**2,326**	1,328	1,560
Other liabilities	Other liabilities	**48**	535	(46)
Net cash provided by operating activities	Net cash provided by operating activities	**19,886**	13,226	15,454
Cash flows from investing activities:	Cash flows from investing activities:			
Purchases of investments	Purchases of investments	**(10,871)**	(6,070)	(9,328)
Purchases of investments				
Purchases of investments				
Proceeds from sales of investments	Proceeds from sales of investments	**1,054**	2,660	3,373
Proceeds from maturities of investments	Proceeds from maturities of investments	**5,978**	5,686	8,409
Acquisitions, net of cash and cash equivalents acquired and divestitures		**(301)**	(373)	(7,038)
Acquisitions, net of cash and cash equivalents acquired				
Purchases of investments in privately held companies	Purchases of investments in privately held companies	**(185)**	(186)	(175)
Return of investments in privately held companies	Return of investments in privately held companies	**90**	237	194
Acquisition of property and equipment	Acquisition of property and equipment	**(849)**	(477)	(692)
Proceeds from sales of property and equipment		**3**	91	28
Other	Other	**(26)**	(15)	(56)
Net cash provided by (used in) investing activities	Net cash provided by (used in) investing activities	**(5,107)**	1,553	(5,285)
Cash flows from financing activities:	Cash flows from financing activities:			
Issuances of common stock				
Issuances of common stock				

Issuances of common stock	Issuances of common stock	**700**	660	643
Repurchases of common stock - repurchase program	Repurchases of common stock - repurchase program	**(4,293)**	(7,689)	(2,877)
Shares repurchased for tax withholdings on vesting of restricted stock units	Shares repurchased for tax withholdings on vesting of restricted stock units	**(597)**	(692)	(636)
Short-term borrowings, original maturities of 90 days or less, net	Short-term borrowings, original maturities of 90 days or less, net	**(602)**	606	(5)
Issuances of debt	Issuances of debt	**—**	1,049	—
Repayments of debt	Repayments of debt	**(500)**	(3,550)	(3,000)
Repayments of Splunk convertible debt, net of capped call proceeds				
Dividends paid	Dividends paid	**(6,302)**	(6,224)	(6,163)
Other	Other	**(32)**	(122)	(59)
	Net cash used in financing activities	**(11,626)**	(15,962)	(12,097)
	Net cash provided by (used in) financing activities			
Effect of foreign currency exchange rate changes on cash, cash equivalents, restricted cash and restricted cash equivalents	Effect of foreign currency exchange rate changes on cash, cash equivalents, restricted cash and restricted cash equivalents	**(105)**	(180)	58
Net increase (decrease) in cash, cash equivalents, restricted cash and restricted cash equivalents	Net increase (decrease) in cash, cash equivalents, restricted cash and restricted cash equivalents	**3,048**	(1,363)	(1,870)
Cash, cash equivalents, restricted cash and restricted cash equivalents, beginning of fiscal year	Cash, cash equivalents, restricted cash and restricted cash equivalents, beginning of fiscal year	**8,579**	9,942	11,812
Cash, cash equivalents, restricted cash and restricted cash equivalents, end of fiscal year	Cash, cash equivalents, restricted cash and restricted cash equivalents, end of fiscal year	**$11,627**	$ 8,579	$ 9,942
Supplemental cash flow information:	Supplemental cash flow information:			
Supplemental cash flow information:				
Supplemental cash flow information:				
Cash paid for interest				
Cash paid for interest				
Cash paid for interest	Cash paid for interest	**$ 376**	$ 355	$ 438
Cash paid for income taxes, net	Cash paid for income taxes, net	**$ 3,571**	$ 3,663	$ 3,604

See Notes to Consolidated Financial Statements.

CISCO SYSTEMS, INC.
Consolidated Statements of Equity
(in millions, except per-share amounts)

	Shares of Common Stock	Common Stock and Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Total Equity
BALANCE AT JULY 25, 2020	4,237	$ 41,202	$ (2,763)	$ (519)	$37,920
Net income			10,591		10,591
Other comprehensive income (loss)				102	102
Issuance of common stock	58	643			643
Repurchase of common stock	(64)	(625)	(2,277)		(2,902)
Shares repurchased for tax withholdings on vesting of restricted stock units and other	(14)	(636)			(636)
Cash dividends declared ($1.46 per common share)			(6,166)		(6,166)
Effect of adoption of accounting standard			(38)		(38)
Share-based compensation		1,761			1,761
Other		1	(1)		—

	Shares of Common Stock						Shares of Common Stock	Common Stock and Additional Paid-In Capital
BALANCE AT JULY 31, 2021	BALANCE AT JULY 31, 2021	4,217	$ 42,346	$ (654)	$ (417)	$41,275		
Net income	Net income			11,812		11,812		
Other comprehensive income (loss)	Other comprehensive income (loss)				(1,205)	(1,205)		
Issuance of common stock	Issuance of common stock	54	660			660		
Repurchase of common stock	Repurchase of common stock	(146)	(1,490)	(6,244)		(7,734)		
Shares repurchased for tax withholdings on vesting of restricted stock units and other	Shares repurchased for tax withholdings on vesting of restricted stock units and other	(13)	(692)			(692)		
Cash dividends declared ($1.50 per common share)	Cash dividends declared ($1.50 per common share)			(6,224)		(6,224)		
Share-based compensation	Share-based compensation		1,886			1,886		
Other	Other	(2)	4	(9)		(5)		
BALANCE AT JULY 30, 2022	**BALANCE AT JULY 30, 2022**	**4,110**	**$ 42,714**	**$ (1,319)**	**$ (1,622)**	**$39,773**		
Net income	**Net income**			**12,613**		**12,613**		
Other comprehensive income (loss)	**Other comprehensive income (loss)**				**47**	**47**		
Issuance of common stock	**Issuance of common stock**	**57**	**700**			**700**		

Repurchase of common stock	Repurchase of common stock	(88)	(930)	(3,341)		(4,271)
Shares repurchased for tax withholdings on vesting of restricted stock units and other	Shares repurchased for tax withholdings on vesting of restricted stock units and other	(13)	(551)			(551)
Cash dividends declared ($1.54 per common share)	Cash dividends declared ($1.54 per common share)			(6,302)		(6,302)
Share-based compensation	Share-based compensation		2,353			2,353
Other	Other		3	(12)		(9)
BALANCE AT JULY 29, 2023	BALANCE AT JULY 29, 2023	4,066	$ 44,289	$ 1,639	$ (1,575)	$ 44,353
Net income						
Other comprehensive income (loss)						
Issuance of common stock						
Repurchase of common stock						
Shares repurchased for tax withholdings on vesting of restricted stock units and other						
Cash dividends declared ($1.58 per common share)						
Share-based compensation						
Other						
BALANCE AT JULY 27, 2024						

See Notes to Consolidated Financial Statements.

CISCO SYSTEMS, INC.
Notes to Consolidated Financial Statements

1. Basis of Presentation

The fiscal year for Cisco Systems, Inc. (the “Company,” “Cisco,” “we,” “us,” or “our”) is the 52 or 53 weeks ending on the last Saturday in July. Fis week fiscal year. years. The Consolidated Financial Statements include our accounts and those of our subsidiaries. All intercompany accounts anc a geographic basis in the following three geographic segments: the Americas; Europe, Middle East, and Africa (EMEA); and Asia Pacific, Japan, ar

Our consolidated financial statements include our accounts and investments consolidated under the voting interest model. The noncontrolling in section of the Consolidated Balance Sheets as these amounts are not material for any of the fiscal periods presented. The share of earnings attribu of Operations as these amounts are not material for any of the fiscal periods presented.

Certain reclassifications have been made to the amounts for prior years in order to conform to the current year's presentation. We have evaluated s

2. Summary of Significant Accounting Policies

(a) Cash and Cash Equivalents We consider all highly liquid investments purchased with an original or remaining maturity of three months or les various financial institutions.

(b) Available-for-Sale Debt Investments We classify our investments in fixed income securities as available-for-sale debt investments. Our availab U.S. government and agency, corporate debt, U.S. agency mortgage-backed securities, commercial paper and certificates of deposit. These avai specific identification method is used to determine the cost basis of available-for-sale debt investments sold. These investments are recorded in t are included as a separate component of accumulated other comprehensive income (loss) (AOCI), net of tax. We classify our investments as curre

(c) Equity Instruments Our equity investments are accounted for as follows:

- *Marketable equity securities* have readily determinable fair value (RDFV) that are measured and recorded at fair value through income.
- *Non-marketable equity securities* do not have RDFV and are measured using a measurement alternative recorded at cost less any impa these securities, we have elected to apply the net asset value (NAV) practical expedient. The NAV is the estimated fair value of these inves
- *Equity method investments* are securities we do not control, but are able to exert significant influence over the investee. These investmen income or loss.

(d) Impairments of Investments For our available-for-sale debt securities in an unrealized loss position, we determine whether a credit loss exist than the amortized cost, any changes to the rating of the security by a rating agency, and adverse conditions specifically related to the security. If f net, limited by the amount that the fair value is less than the amortized cost basis. The amount of fair value change relating to all other factors will b

We hold non-marketable equity and other investments ("privately held investments") which are included in other assets in the Consolidated Balanc if we determine that an impairment charge is required based primarily on the financial condition and near-term prospects of these companies.

Table of Contents

(e) Inventories Inventories are stated at the lower of cost or net realizable value. Cost is computed using standard cost, which approximates a obsolete inventories determined primarily by future demand forecasts. The write-down is measured as the difference between the cost of the inve provision for inventory, which is a component of cost of sales. At the point of the loss recognition, a new, lower cost basis for that inventory is es increase in that newly established cost basis. In addition, we record a liability for firm, noncancelable, and unconditional purchase commitments w consistent with our valuation of excess and obsolete inventory.

(f) Allowance for Accounts Receivable, Contract Assets and Financing Receivables We estimate our allowances for credit losses using relevant a and reasonable and supportable forecasts. Historical credit loss experience provides the basis for the estimation of expected credit losses. W characteristics.

The allowances for credit losses are each measured on a collective basis when similar risk characteristics exist. Our internal credit risk ratings a Assets that do not share risk characteristics are evaluated on an individual basis. The allowances for credit losses are each measured by multip frame, by the loss given default rate, the percentage of the asset not expected to be collected due to default, based on the pool of assets.

Probability of default rates are published quarterly by third-party credit agencies. Adjustments to our internal credit risk ratings may take into acco the geographic locations in which the customer is operating and macroeconomic conditions. These factors are updated regularly or when facts and

(g) Financing Receivables and Guarantees We provide financing arrangements, including loan receivables and lease receivables, for certain represent financing arrangements related to the sale of our hardware, software, and services (including technical support and advanced services) integration of our products and services. Loan receivables have terms of one year to three years on average. Lease receivables represent sale typically collateralized by a security interest in the underlying assets. Lease receivables consist of arrangements with terms of four years on averag

Outstanding financing receivables that are aged 31 days or more from the contractual payment date are considered past due. We do not accrue unless either the receivable has not been collected due to administrative reasons or the receivable is well secured and in the process of collection timely collection of the full principal and interest becomes uncertain. After a financing receivable has been categorized as nonaccrual, interest wil after all of the customer's delinquent balances of principal and interest have been settled, and the customer remains current for an appropriate peri

We facilitate arrangements for third-party financing extended to channel partners, consisting of revolving short-term financing, generally with paym a transfer of our receivables to the third party. The receivables are derecognized upon transfer, as these transfers qualify as true sales, and we r These financing arrangements facilitate the working capital requirements of the channel partners, and, in some cases, we guarantee a portion of event of nonpayment by the channel partners. Deferred revenue relating to these financing arrangements is recorded in accordance with revenue r

(h) Leases We lease real estate, information technology (IT) and other equipment and vehicles. We also have arrangements with certain suppliers Our leases have the option to extend or terminate the lease when it is reasonably certain that we will exercise that option.

As a lessee, we determine if an arrangement is a lease at commencement. Our ROU lease assets represent our right to use an underlying asset the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments commencement date to determine the present value of our lease payments. Certain of our lease agreements contain variable lease payments. Ou

Table of Contents

variable lease payments can fluctuate depending on the level of activity or the cost of certain services where we have elected to combine lease a they are recognized as variable lease expense in the period they are incurred.

We provide leasing of our equipment and complementary third-party products primarily through our channel partners and distributors, for whic determine if an arrangement is a lease at inception. We provide leasing arrangements for our equipment to certain qualified customers. Our le contract with our customers based on relative standalone selling prices of our lease and non-lease components. The residual value on our lease value of equipment, market factors and historical customer behavior. Residual value estimates are reviewed on a periodic basis and other-than-te term option for the customer to extend the lease under mutually-agreed terms, return the leased equipment, or purchase the equipment for ei chooses to terminate their lease prior to the original end of term termination date, the customer is required to pay all remaining lease payments in f

(i) Depreciation and Amortization Property and equipment are stated at cost, less accumulated depreciation or amortization, whenever applicab billion, $0.8 billion $0.7 billion, and $0.8 billion for fiscal 2024, 2023, 2022, and 2021, 2022, respectively. Depreciation and amortization are compute

Asset Category	Period
Buildings	25 years
Building improvements	10 Up to 15 years
Leasehold improvements	Shorter of remaining
Computer Production, engineering, computer and other equipment and related software	30 to 36 months
Production, engineering, and other equipment	Up to 5 years
Operating lease assets	Based on lease tern
Furniture and fixtures	5 years

(j) Business Combinations We allocate the fair value of the purchase consideration of our acquisitions to the tangible assets, liabilities, and inta estimated fair values. The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is recor life and assessed for impairment thereafter. When an IPR&D project is completed, the IPR&D is reclassified as an amortizable purchased intang related restructuring costs are recognized separately from the business combination and are expensed as incurred.

(k) Goodwill and Purchased Intangible Assets Goodwill is tested for impairment on an annual basis in the fourth fiscal quarter and, when specit written down to fair value. Identifying a potential impairment consists of comparing the fair value of a reporting unit with its carrying amount, inclu amortization. Amortization is computed over the estimated useful lives of the respective assets. See “Long-Lived Assets” for our policy regarding in indefinite lives are assessed for potential impairment annually or when events or circumstances indicate that their carrying amounts might be impai

(l) Long-Lived Assets Long-lived assets that are held and used by us are reviewed for impairment whenever events or changes in circumstar recoverability of long-lived assets is based on an estimate of the undiscounted future cash flows resulting from the use of the asset and its eventu to hold and use is based on the difference between the fair value of the asset and its carrying value. Long-lived assets to be disposed of are report

(m) Fair Value Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly trans measurements for assets and liabilities required or permitted to be either recorded or disclosed at fair value, we consider the principal or most

Table of Contents

advantageous market in which we would transact, and we also consider assumptions that market participants would use when pricing the asset or

The accounting guidance for fair value measurement requires an entity to maximize the use of observable inputs and minimize the use of unobser the level of independent, objective evidence surrounding the inputs used to measure fair value. A financial instrument’s categorization within th measurement.

The fair value hierarchy is as follows:

Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2 applies to assets or liabilities for which there are inputs other than quoted prices that are observable for the asset or liability such as qu liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inpu We use inputs such as actual trade data, benchmark yields, broker/dealer quotes, and other similar data, which are obtained from quoted mark assets or liabilities.

Level 3 applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement techniques such as discounted cash flow models using inputs that we could not corroborate with market data.

(n) Derivative Instruments We recognize derivative instruments as either assets or liabilities and measure those instruments at fair value. The acc and the resulting designation. For a derivative instrument designated as a fair value hedge, the gain or loss is recognized in earnings in the period hedged. For a derivative instrument designated as a cash flow hedge, the gain or loss is initially reported as a component of AOCI and subse instrument designated as a net investment hedge of our foreign operations, the gain or loss is recorded in the cumulative translation adjustmen foreign operations. For derivative instruments that are not designated as accounting hedges, changes in fair value are recognized in earnings in th investing, or financing activities consistent with the cash flows of the hedged item.

Hedge effectiveness for foreign exchange forward contracts used as cash flow hedges is assessed by comparing the change in the fair value of th Hedge effectiveness for equity forward contracts and foreign exchange net investment hedge forward contracts is assessed by comparing changes exchange option contracts, hedge effectiveness is assessed based on the hedging instrument's entire change in fair value. Hedge effectiveness change in the fair value of the hedged item due to changes in the benchmark interest rate.

(o) Foreign Currency Translation Assets and liabilities of non-U.S. subsidiaries that operate in a local currency environment, where that local cu balance sheet date, with the resulting translation adjustments directly recorded to a separate component of AOCI. Income and expense accou recorded in other income (loss), net.

(p) Concentrations of Risk Cash and cash equivalents are maintained with several financial institutions. Deposits held with banks may exceed t upon demand and are maintained with financial institutions with reputable credit and therefore bear minimal credit risk. We seek to mitigate our cre these counterparties.

We perform ongoing credit evaluations of our customers and, with the exception of certain financing transactions, do not require collateral from ou limited number of contract manufacturers and suppliers to provide manufacturing services for our products. The inability of a contract manufacturer

(q) Revenue Recognition We enter into contracts with customers that can include various combinations of products and services which are gen may contain multiple performance obligations. We determine whether arrangements are distinct based on whether the customer can benefit from whether our commitment to transfer the product or service to the customer is separately identifiable from other obligations in the contract. We cl Term software licenses

represent multiple obligations, which include software licenses and software maintenance. In transactions where we deliver hardware or software We refer to our term software licenses, security software licenses, SaaS, and associated service arrangements as subscription offers. Revenue fro

We recognize revenue upon transfer of control of promised goods or services in a contract with a customer in an amount that reflects the conside once the customer has the contractual right to use the product, generally upon shipment, electronic delivery (or when the software is available for of control can also occur over time for software maintenance and services as the customer receives the benefit over the contract term. Our h recognized upfront upon transfer of control. Term software licenses include multiple performance obligations where the term licenses are recognize ratably over the contract term as services and software updates are provided. SaaS arrangements do not include the right for the customer to obligation which is satisfied over time with revenue recognized ratably over the contract term as the customer consumes the services. On our prod sales. We record our revenue net of any associated sales taxes.

An allowance for future sales returns is established based on historical trends in product return rates. The allowance for future sales returns as million, respectively, and was recorded as a reduction of our accounts receivable and revenue.

Significant Judgments

Revenue is allocated among these performance obligations in a manner that reflects the consideration that we expect to be entitled to for the p distinct performance obligation and judgment may be required in their determination. The best evidence of SSP is the observable price of a produc In instances where SSP is not directly observable, we determine SSP using information that may include market conditions and other observable i

We assess relevant contractual terms in our customer contracts to determine the transaction price. We apply judgment in identifying contrac consideration when determining the amount of revenue to recognize. Variable consideration includes potential contractual penalties and variou channel partners and customers. When determining the amount of revenue to recognize, we estimate the expected usage of these programs, app as actual utilization becomes available. We also consider the customers' right of return in determining the transaction price, where applicable.

We assess certain software licenses, such as for security software, that contain critical updates or upgrades which customers can download thr would diminish over a relatively short time period. These updates or upgrades provide the customer the full functionality of the purchased security in the environment are rapidly changing. In these circumstances, the revenue from these software arrangements is recognized as a single perform

(r) Advertising Costs We expense all advertising costs as incurred. Advertising costs included within sales and marketing expenses were approxi 2024, 2023, 2022, and 2021, 2022, respectively.

(s) Share-Based Compensation Expense We measure and recognize the compensation expense for all share-based awards made to employe based restricted stock units (PRSUs), and employee stock purchases related to the Employee Stock Purchase Plan (Employee Stock Purcha forfeitures as they occur.

Table of Contents

(t) Software Development Costs Software development costs, including costs to develop software sold, leased, or otherwise marketed, that are ir during the application development stage for internal-use software and cloud-based applications are capitalized. Such software development costs

(u) Income Taxes Income tax expense is based on pretax financial accounting income. Deferred tax assets and liabilities are recognized for liabilities and their reported amounts. Valuation allowances are recorded to reduce deferred tax assets to the amount that will more likely than not b

We account for uncertainty in income taxes using a two-step approach to recognizing and measuring uncertain tax positions. The first step is to ev that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The being realized upon settlement. We classify the liability for unrecognized tax benefits as current to the extent that we anticipate payment (or receip in the provision for income taxes.

(v) Computation of Net Income per Share Basic net income per share is computed using the weighted-average number of common shares outs number of common shares and dilutive potential common shares outstanding during the period. Diluted shares outstanding includes the dilutive effect of such equity awards is calculated based on the average share price for each fiscal period using the treasury stock method. Under the amount of compensation cost for future service that we have not yet recognized are collectively assumed to be used to repurchase shares.

(w) Consolidation of Variable Interest Entities Our approach in assessing the consolidation requirement for variable interest entities focuses on i variable interest entity's economic performance and which enterprise has the obligation to absorb losses or the right to receive benefits from the va entity, the assets, liabilities, and results of operations of the variable interest entity will be included in our Consolidated Financial Statements.

(x) Use of Estimates The preparation of financial statements and related disclosures in conformity with accounting principles generally accepted i amounts reported in the Consolidated Financial Statements and accompanying notes. Estimates are used for the following, among others:

- Revenue recognition
- Allowances for accounts receivable, sales returns, and financing receivables
- Inventory valuation and liability for purchase commitments with contract manufacturers and suppliers
- Loss contingencies and product warranties
- Fair value measurements
- Goodwill Valuation of goodwill and purchased intangible asset impairments assets
- Income taxes

The actual results that we experience may differ materially from our estimates.

(y) Recent Accounting Standards or Updates Not Yet Effective as of Fiscal Year End

Reference Rate Reform *Segment Reporting* In March 2020, November 2023, the Financial Accounting Standards Board (FASB) issued an ac exceptions to expands the current guidance on contract modification and hedging relationships to ease the financial reporting burden of the expect rates to alternative reference rates. This disclosure requirements for reportable segments, primarily through enhanced disclosures around significa fiscal 2025 Form 10-K on a retrospective basis, and may be applied prospectively through December 31, 2024. early adoption is permitted. We a disclosures.

Improvements on Income Tax Disclosures In December 2023, the FASB issued an accounting standard update expanding the requirements for di paid. The accounting standard update will be effective for our fiscal 2023 and it did not have a material 2026 Form 10-K. We are currently evaluatin

Table of Contents

3. Revenue

(a) Disaggregation of Revenue

We disaggregate our revenue into groups of similar products and services that depict the nature, amount, and timing of revenue and cash flows fo to-market strategies differ for each of our product categories, resulting in different economic risk profiles for each category. Effective in the fir categories: Networking, Security, Collaboration, Observability, and Services and conformed our product revenue for prior periods to the current yea

The following table presents this disaggregation of revenue (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Product revenue:	Product revenue:					
Secure, Agile Networks		**$29,105**	$23,831	$22,725		
Internet for the Future		**5,306**	5,276	4,511		
Networking						
Networking						
Networking						
Security						
Collaboration	Collaboration	**4,052**	4,472	4,727		
End-to-End Security		**3,859**	3,699	3,382		
Optimized Application Experiences		**811**	729	654		
Other Products		**9**	11	15		
Observability						
Total Product	Total Product	**43,142**	38,018	36,014		
Services	Services	**13,856**	13,539	13,804		
Total	Total	**$56,998**	$51,557	$49,818		

Amounts may not sum due to rounding. We have made certain reclassifications to the product revenue amounts for prior periods to conform to the

Secure, Agile Networks Networking consists of our core networking technologies of switching, enterprise routing, wireless, and compute products. licenses and SaaS, that help our customers build networks, automate, orchestrate, integrate, and digitize data. Our hardware and perpetual softwa transfer of control. Term software licenses are multiple performance obligations where the term license is recognized upfront upon transfer of con SaaS arrangements in this category have one distinct performance obligation which is satisfied over time with revenue recognized ratably over the

Internet for the Future consists of our routed optical networking, 5G, silicon, and optics solutions. These products consist primarily of both hardw software in this category are distinct performance obligations where revenue is recognized upfront upon transfer of control. Term software licenses of control with the associated software maintenance revenue recognized ratably over the contract term. SaaS arrangements in this category have over the contract term.

Collaboration consists of our Meetings, Collaboration Devices, Calling, Contact Center and CPaaS offerings. These products consist primarily o software and hardware in this category are distinct performance obligations where revenue is recognized upfront upon transfer of control. Term so upon transfer of control with the associated software maintenance revenue recognized ratably over the contract term. SaaS arrangements in t recognized ratably over the contract term.

End-to-End Security consists of our Cloud and Application Security, Industrial Security, Network Security, Identity and User Access Management, S consist of both hardware and software offerings, including software licenses and SaaS. Updates and upgrades for the term software licenses ar need for our software to secure our customers' network environments against frequent threats. Therefore, security software licenses are generally contract term. Our hardware and perpetual software in this category are distinct performance obligations where revenue is recognized upfront upo which is satisfied over time with revenue recognized ratably over the contract term.

Optimized Application Experiences Collaboration consists of our full stack Webex Suite, Collaboration Devices, Contact Center and CPaaS offerin as well as hardware. Our perpetual software and hardware in this category are distinct performance obligations where revenue is recognized upfro term license is recognized upfront upon transfer of control with the associated software maintenance revenue recognized ratably over the contr satisfied over time with revenue recognized ratably over the contract term.

Observability consists of our network assurance, monitoring and analytics and observability and network assurance suite offerings. These produ software in this category are distinct performance obligations where revenue is recognized upfront upon transfer of control. Term software licenses of control with the associated software maintenance revenue recognized ratably over the contract term. SaaS arrangements in this category have over the contract term.

Table of Contents

In addition to our product offerings, we provide a broad range of service and support options for our customers, including technical support serv which are distinct performance obligations that are satisfied over time with revenue recognized ratably over the contract term. Advanced servic services are delivered.

The sales arrangements as discussed above are typically made pursuant to customer purchase orders based on master purchase or partner agr
provide financing arrangements to customers for all of our hardware, software and service offerings. Refer to Note 9 for additional information. For

Subscription revenue includes revenue recognized from our term software licenses, security software licenses, SaaS, and associated service
Consolidated Statements of Operations as follows (in millions):

Years Ended	Ju
Product	$
Services	
Total	$

The majority of our product subscription revenue is recognized over time and the remainder is recognized upfront. Substantially all of our services s

(b) Contract Balances

Accounts Receivable

Accounts receivable, net was $6.7 billion as of July 27, 2024 compared to $5.9 billion as of July 29, 2023 compared to $6.6 billion as of July 30, 20

The allowances for credit loss for our accounts receivable are summarized as follows (in millions):

		July 29, 2023	July 30, 2022	July 31, 2021
		July 27, 2024		
Allowance for credit loss at beginning of fiscal year	Allowance for credit loss at beginning of fiscal year	**$ 83**	$109	$143
Provisions (benefits)	Provisions (benefits)	**39**	64	21
Recoveries (write-offs), net	Recoveries (write-offs), net	**(37)**	(81)	(29)
Foreign exchange and other	Foreign exchange and other	**—**	(9)	(26)
Allowance for credit loss at end of fiscal year	Allowance for credit loss at end of fiscal year	**$ 85**	$ 83	$109

July 27, 2024 July

Contract Assets and Liabilities

Gross contract assets by our internal risk ratings are summarized as follows (in millions):

		July 29, 2023	July 30, 2022
July 27, 2024			
1 to 4	1 to 4	**$ 672**	$ 414
5 to 6	5 to 6	**954**	814
7 and Higher	7 and Higher	**60**	158
Total	Total	**$1,686**	$1,386

July 27, 2024

Contract assets consist of unbilled receivables and are recorded when revenue is recognized in advance of scheduled billings to our customer
control has occurred but we have not yet invoiced. As of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023, our contract assets for these
and were included in other current assets and other assets.

Contract liabilities consist of deferred revenue. Deferred revenue was$28.5 billion as of July 27, 2024 compared to $25.6 billion as of July 29, 202
billion of revenue during fiscal 2023 2024 that was included in the deferred revenue balance at July 30, 2022 July 29, 2023.

Table of Contents

(c) Capitalized Contract Acquisition Costs

We capitalize direct and incremental costs incurred to acquire contracts, primarily sales commissions, for which the associated revenue is expecte and renewals. These costs are initially deferred and typically amortized over the term of the customer contract which corresponds to the period o and $1.0 $1.1 billion as of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023, respectively, and were included in other current assets a million, and $679 million $679 million for fiscal 2024, 2023, and 2022, respectively, and was included in sales and marketing expenses.

4. Acquisitions

Acquisition of Splunk Inc.

On March 18, 2024, we completed the acquisition of Splunk Inc. ("Splunk"), a public cybersecurity and observability company. Under the terms of in merger consideration.

Purchase Consideration

The following table summarizes the purchase consideration for the Splunk acquisition (in millions):

Cash paid for outstanding Splunk common stock
Fair value of converted Splunk equity awards attributable to pre-acquisition services
Settlement of pre-existing relationships
Total purchase consideration

A summary of the preliminary allocation of the total purchase consideration for Splunk is presented as follows (in millions):

Cash and cash equivalents
Investments
Accounts receivable, net
Goodwill
Purchased intangible assets
Deferred tax assets
Other current and noncurrent assets
Accounts payable
Accrued compensation
Current portion of deferred revenue
Splunk convertible notes
Deferred tax liabilities
Noncurrent portion of deferred revenue
Other current and other noncurrent liabilities
Total

The purchase price allocation for Splunk is preliminary and subject to revision as additional information about fair value of assets and liabilities unknown to us may become known during the remainder of the measurement period, a period not to exceed 12 months from the acquisition date.

Our Consolidated Statements of Operations for fiscal 2024 includes revenue of approximately $1.4 billion and a net loss of $557 million attributable

Table of Contents

We incurred $82 million of transaction costs related to the Splunk acquisition and these costs were expensed as incurred in general and admini $79 million of these transaction costs in fiscal 2024.

In connection with the Splunk acquisition, we assumed $3.1 billion aggregate principal amount of notes consisting of Splunk's 1.125% Converti Senior Notes due 2027 (collectively, the "Splunk Convertible Notes"). The Splunk Convertible Notes had an aggregate fair value of $3.3 billion as c based on a defined conversion ratio for each note. On the date of the acquisition, we notified holders of their right to convert their notes. In additio offset any cash payments. The capped calls were settled in full in the third quarter of fiscal 2024, which resulted in receipt of aggregate cash pro noted above. As of July 27, 2024, we have settled $3.1 billion of the Splunk Convertible Notes, net of capped calls.

The goodwill generated from Splunk is primarily related to expected synergies. Goodwill is not deductible for income tax purposes.

Purchased Intangible Assets

The following table presents as of the acquisition date details of the purchased intangible assets acquired (in millions, except years):

Customer related
Technology
Trade name
Total

The majority of customer-related intangible assets relates to customer contracts and related relationships. The customer contracts and related rela from sales of products to existing customers of Splunk. The asset was valued using the with-and-without method under the income approach. In values of the cash flows with and without the existing customers in place over the period of time necessary to reacquire the customers. The pres projected future revenues, projected expenses, attrition rates, the revenue build up period, and the discount rate.

Technology represents the preliminary estimated fair value of Splunk's security and observability technologies. The technology intangible asset wa reflects the present value of the projected cash flows that are expected to be generated by the technology asset less charges representing the c included significant judgment and assumptions regarding projected future revenues, projected expenses, the technology obsolescence rate, and th

Trade name represents the preliminary estimated fair value of the Splunk trade name. The fair value was determined by applying the relief-from- rate to forecasted revenue under the trade name.

Compensation Expense Related to Splunk

In connection with the Splunk acquisition, we have agreed to pay certain additional amounts contingent upon the continued employment with Cisco July 27, 2024, we estimated that future cash compensation expense of up to $1.1 billion may be required to be recognized pursuant to acquisition-

4.Table of Contents **Acquisitions**

Pro forma Financial Information

The unaudited pro forma financial information in the table below summarizes the combined results of our operations and Divestitures Splunk's o 2023. The pro forma financial information for fiscal 2024 combines our results for this period with the results of Splunk for the period beginning Au our historical results for that period with the historical results of Splunk for the year ended July 31, 2023.

(a) Acquisition Summary The following table summarizes the pro forma financial information (in millions):

Years Ended
Total revenue
Net income

The pro forma financial information is presented for informational purposes only and is not indicative of the results of operations that would have beginning of fiscal 2023. The financial information for the periods presented above includes pro forma adjustments for amortization of purchased in

The above pro forma financial information includes only the impacts of the Splunk acquisition because the effects of the other acquisitions detailed

Other Acquisitions

We completed five several additional acquisitions during fiscal 2023. 2024 for an aggregate cash consideration of $1.4 billion. A summary of the all (in millions):

Fiscal 2023	Purchase Consideration
Total acquisitions (five in total)	**$ 3**

Fiscal 2024	Purchase Consideration
Total other acquisitions	**$ 1,3**

The total purchase consideration related to our these other acquisitions completed during fiscal 2023 2024 consisted primarily of cash considerat million $24 million. Total transaction costs related to these acquisition activities were $25 million, $24 million, and $49 million for fiscal 2024, 20 Consolidated Statements of Operations.

The purchase price allocation for these acquisitions completed during recent periods is preliminary and subject to revision as additional informatior of the acquisition date but is currently unknown to us may become known during the remainder of the measurement period, a period not to exceed

The goodwill generated from these acquisitions completed during fiscal 2024 is primarily related to expected synergies. The goodwill is generally n

Fiscal 2023 Acquisitions

Allocation of the purchase consideration for acquisitions completed in fiscal 2023 is summarized as follows (in millions):

Fiscal 2023	Purchase Consideration
Total acquisitions	$ 31

The total purchase consideration related to our acquisitions completed during fiscal 2023 consisted of cash consideration and vested share-bas approximately $7 million.

Table of Contents

Fiscal 2022 Acquisitions

Allocation of the purchase consideration for acquisitions completed in In fiscal 2022, is summarized as follows (in millions):

Fiscal 2022	Purchase Consideration
Total acquisitions (three in total)	$ 36

The total purchase consideration related to our acquisitions completed during fiscal 2022 consisted of cash consideration and vested share-bas approximately $7 million.

Fiscal 2021 Acquisitions

In fiscal 2021, we completed 13 acquisitions for paid total purchase consideration of $7.5 billion. $364 million for our acquisitions.

(b) Other Acquisition and Divestiture Information Compensation Expense Related to Acquisitions including Splunk

In connection with our acquisitions, we have agreed to pay certain additional amounts contingent upon the continued employment with Cisco of cer

The following table summarizes the compensation expense related to acquisitions (in millions):

	J
Compensation expense related to acquisitions	$

Total transaction costs compensation expense related to acquisition and divestiture activities during acquisitions for fiscal 2023, 2022, and 2021 we as incurred in G&A expenses in the Consolidated Statements of Operations.

The goodwill generated from acquisitions completed during fiscal 2023 is primarily 2024 include $413 million related to expected synergies. The go

The Consolidated Financial Statements include the operating results As of each July 27, 2024, we estimated that future cash compensation expen from the date of acquisition. Pro forma results of operations and the revenue and net income subsequent agreements, which includes up to $1.1 2021 have not been presented because the effects of the acquisitions were not material to our financial results. Splunk acquisition.

5. Goodwill and Purchased Intangible Assets

(a) Goodwill

The following tables present the goodwill allocated to our reportable segments as of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023, a

	Balance at July 29, 2023	Balance at July 30, 2022	Acquisitions	Foreign Currency Translation and Other	Balance at July 29, 2023	Balance at July 29, 2023	Splunk	Other Acquisitions
Americas	Americas	$23,882	$ 123	$ 30	$24,035			
EMEA	EMEA	9,062	44	12	9,118			

APJC	APJC	5,360	16	6	5,382
Total	Total	$38,304	$ 183	$ 48	$38,535

		Balance at July 31, 2021	Acquisitions	Foreign Currency Translation and Other	Balance at July 30, 2022	Balance at July 30, 2022	Acquisitions
Americas	Americas	$23,673	$ 222	$ (13)	$23,882		
EMEA	EMEA	9,094	83	(115)	9,062		
APJC	APJC	5,401	27	(68)	5,360		
Total	Total	$38,168	$ 332	$ (196)	$38,304		

(b) Purchased Intangible Assets

The following tables present details of our intangible assets acquired through acquisitions completed during fiscal 2023 2024 and 2022 2023 (in mil

	FINITE	
	TECHNOLOGY	
Fiscal 2023	Weighted-Average Useful Life (in Years)	Amount
Total acquisitions (five in total)	3.7	$ 138

	FINITE LIVES			
	TECHNOLOGY		CUSTOMER RELATED	
Fiscal 2024	Weighted-Average Useful Life (in Years)	Amount	Weighted-Average Useful Life (in Years)	Amount
Splunk	6.0	$ 3,900	9.1	$ 6,140
Others	4.8	400	4.9	83
Total		$ 4,300		$ 6,223

	FINITE	
	TECHNOLOGY	
Fiscal 2022	Weighted-Average Useful Life (in Years)	Amount
Total acquisitions (three in total)	2.7	$ 16

Table of Contents

	FINITE	
	TECHNOLOGY	
Fiscal 2023	Weighted-Average Useful Life (in Years)	Amount

Total acquisitions	3.7	$ 138

The following tables present details of our purchased intangible assets (in millions):

			Accumulated			
July 29, 2023		Gross	Amortization	Net		
July 27, 2024					July 27, 2024	Gross
Purchased intangible assets with finite lives:	**Purchased intangible assets with finite lives:**					
Customer related						
Customer related						
Customer related						
Technology	**Technology**	**$2,998**	**$ (1,691)**	**$1,307**		
Customer relationships		**1,228**	**(905)**	**323**		
Other		**40**	**(22)**	**18**		
Trade name						
Total purchased intangible assets with finite lives	**Total purchased intangible assets with finite lives**	**4,266**	**(2,618)**	**1,648**		
In-process research and development, with indefinite lives	**In-process research and development, with indefinite lives**	**170**	**—**	**170**		
Total	**Total**	**$4,436**	**$ (2,618)**	**$1,818**		

			Accumulated			
July 30, 2022		Gross	Amortization	Net		
July 29, 2023					July 29, 2023	Gross
Purchased intangible assets with finite lives:	Purchased intangible assets with finite lives:					
Technology	Technology	$2,631	$ (1,102)	$1,529		
Customer relationships		1,354	(769)	585		
Technology						
Technology						
Customer related						
Other	Other	41	(16)	25		
Total purchased intangible assets with finite lives	Total purchased intangible assets with finite lives	4,026	(1,887)	2,139		
In-process research and development, with indefinite lives	In-process research and development, with indefinite lives	430	—	430		
Total	Total	$4,456	$ (1,887)	$2,569		

Purchased intangible assets include intangible assets acquired through acquisitions as well as through direct purchases or licenses.

Impairment charges related to purchased intangible assets were $145 million for fiscal 2024. Impairment charges were as a result of declines in es
associated with certain of our IPR&D intangible assets.

The following table presents the amortization of purchased intangible assets, including impairment charges (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Amortization of purchased intangible assets:	Amortization of purchased intangible assets:					
Cost of sales	Cost of sales	**$649**	$ 749	$716		
Cost of sales						
Cost of sales						
Operating expenses	Operating expenses	**282**	328	215		
Total	Total	**$931**	$1,077	$931		

The estimated future amortization expense of purchased intangible assets with finite lives as of July 29, 2023 July 27, 2024 is as follows (in millions

Fiscal Year	Fiscal Year	Amount	Fiscal Year
2024		$ 875	
2025	2025	$ 502	
2026	2026	$ 154	
2027	2027	$ 78	
2028	2028	$ 39	
2029			
Thereafter			

Table of Contents

6. Restructuring and Other Charges

In the second first quarter of fiscal 2023, 2025, we announced a restructuring plan (the "Fiscal 2023 2025 Plan"), in order to rebalance allow us to in
is expected to impact approximately 7% of our global workforce, with estimated pre-tax charges of up to $1 billion consisting of severance ar
completed by the end of fiscal 2025.

In the third quarter of fiscal 2024, we initiated a restructuring plan (the "Fiscal 2024 Plan"), in order to realign the organization and enable further
impacted. The total pretax charges are estimated to be approximately $700 million. This rebalancing includes talent movement options and restı
hybrid work strategy. In connection with the Fiscal 2023 2024 Plan, we incurred charges of $535 $654 million in for fiscal 2023. These aggregate p
termination benefits, real estate-related charges, and other costs. We expect the plan to be is substantially completed by the end of the first quarter

We initiated a restructuring plan in fiscal 2021 (the "Fiscal 2021 Plan"), which was completed in fiscal 2022. In connection with the Fiscal 2021
related to this plan were primarily cash-based and consist of severance and other one-time termination benefits and other costs.

We initiated a restructuring plan in fiscal 2023 (the "Fiscal 2023 Plan"), which was completed in fiscal 2024. In connection with the Fiscal 2023 Pl
plan were primarily cash-based and consist of severance and other one-time termination benefits, real estate-related charges, and other costs.

The following table summarizes the activities related to the restructuring and other charges, as discussed above (in millions):

	FISCAL 2023 PLAN		FISCAL 2021 AND PRIOR PLANS		
	Employee Severance	Other	Employee Severance	Other	Total
Liability as of July 25, 2020	$ —	$ —	$ 58	$ 14	$ 72
Charges	—	—	836	50	886

Cash payments		—	—	(879)	(11)	(890)
Non-cash items		—	—	1	(35)	(34)
		FISCAL 2024 PLAN				
		Employee Severance				
		Employee Severance				
		Employee Severance		Other		Employee Severance
Liability as of July 31, 2021	Liability as of July 31, 2021	—	—	16	18	34
Charges	Charges	—	—	9	(3)	6
Cash payments	Cash payments	—	—	(23)	(2)	(25)
Non-cash items	Non-cash items	—	—	—	(6)	(6)
Liability as of July 30, 2022	**Liability as of July 30, 2022**	**—**	**—**	**2**	**7**	**9**
Charges	**Charges**	**465**	**70**	**—**	**(4)**	**531**
Cash payments	**Cash payments**	**(301)**	**(11)**	**(1)**	**(1)**	**(314)**
Non-cash items	**Non-cash items**	**2**	**(15)**	**—**	**—**	**(13)**
Liability as of July 29, 2023	**Liability as of July 29, 2023**	**$ 166**	**$ 44**	**$ 1**	**$ 2**	**$213**
Charges						
Cash payments						
Non-cash items						
Liability as of July 27, 2024						

Table of Contents

7. Balance Sheet and Other Details

The following tables provide details of selected balance sheet and other items (in millions) millions, except percentages):

Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents

		July 29, 2023	July 30, 2022	
		July 27, 2024		**July 27, 2024**
Cash and cash equivalents	Cash and cash equivalents	$ **10,123**	$7,079	

Restricted cash and restricted cash equivalents included in other current assets	Restricted cash and restricted cash equivalents included in other current assets	**191**	—
Restricted cash and restricted cash equivalents included in other assets	Restricted cash and restricted cash equivalents included in other assets	**1,313**	1,500
Total	Total	**$ 11,627**	$8,579

Our restricted cash and restricted cash equivalents are funds primarily related to contractual obligations with suppliers.

Inventories

		July 29, 2023	July 30, 2022	
		July 27, 2024		**July 27, 2024**
Raw materials	Raw materials	**$ 1,685**	$1,601	
Work in process	Work in process	**264**	150	
Finished goods	Finished goods	**1,493**	717	
Service-related spares	Service-related spares	**186**	90	
Demonstration systems	Demonstration systems	**16**	10	
Total	Total	**$ 3,644**	$2,568	

Property and Equipment, Net

		July 29, 2023	July 30, 2022	
		July 27, 2024		**July 27, 2024**
Gross property and equipment:	Gross property and equipment:			
Land, buildings, and building and leasehold improvements	Land, buildings, and building and leasehold improvements	**$ 4,229**	$4,219	
Computer equipment and related software		**744**	779	
Production, engineering, and other equipment		**4,611**	4,647	
Land, buildings, and building and leasehold improvements				
Land, buildings, and building and leasehold improvements				
Production, engineering, computer and other equipment and related software				

Operating lease assets	Operating lease assets	**135**	185
Furniture, fixtures and other	Furniture, fixtures and other	**339**	335
Total gross property and equipment	Total gross property and equipment	**10,058**	10,165
Less: accumulated depreciation and amortization	Less: accumulated depreciation and amortization	**(7,973)**	(8,168)
Total	Total	**$ 2,085**	$1,997

Remaining Performance Obligations (RPO)

		July 29, 2023 / **July 27, 2024**	July 30, 2022	**July 27, 2024**
Product	Product	**$ 15,802**	$14,090	
Service		**19,066**	17,449	
Services				
Total	Total	**$ 34,868**	$31,539	
Short-term RPO				
Short-term RPO				
Short-term RPO	Short-term RPO	**$ 17,910**	$16,936	
Long-term RPO	Long-term RPO	**16,958**	14,603	
Total	Total	**$ 34,868**	$31,539	
Amount to be recognized as revenue over the next 12 months	Amount to be recognized as revenue over the next 12 months	**51 %**	54 %	
Amount to be recognized as revenue over the next 12 months				
Amount to be recognized as revenue over the next 12 months				**51 %**
Deferred revenue				
Deferred revenue				
Deferred revenue	Deferred revenue	**$ 25,550**	$23,264	
Unbilled contract revenue	Unbilled contract revenue	**9,318**	8,275	
Total	Total	**$ 34,868**	$31,539	

Unbilled contract revenue represents noncancelable contracts for which we have not invoiced, have an obligation to perform, and revenue has not

Table of Contents

Deferred Revenue

		July 29, 2023	July 30, 2022	
		July 27, 2024		July 27, 2024
Product	Product	$ 11,505	$10,427	
Service		14,045	12,837	
Services				
Total	Total	$ 25,550	$23,264	
Reported as:	Reported as:			
Current	Current	$ 13,908	$12,784	
Current				
Current				
Noncurrent	Noncurrent	11,642	10,480	
Total	Total	$ 25,550	$23,264	

Transition Tax Payable

Our income tax payable associated with the one-time U.S. transition tax on accumulated earnings for foreign subsidiaries as a result of the Tax Act

		July 29, 2023	July 30, 2022	
		July 27, 2024		July 27, 2024
Current	Current	$ 1,364	$ 727	
Noncurrent	Noncurrent	4,092	5,456	
Total	Total	$ 5,456	$6,183	

Our noncurrent transition tax payable of $2.3 billion as of July 27, 2024 will be due in fiscal 2026.

8. Leases

(a) Lessee Arrangements

The following table presents our operating lease balances (in millions):

		Balance Sheet Line Item	July 29, 2023	July 30, 2022	
	Balance Sheet Line Item				Balance Sheet Line Item
Operating lease right-of-use assets	Operating lease right-of-use assets	Other assets	$ 971	$1,003	
Operating lease liabilities	Operating lease liabilities	Other current liabilities	$ 313	$ 322	
Operating lease liabilities	Operating lease liabilities	Other long-term liabilities	707	724	
Operating lease liabilities					
Operating lease liabilities					

Total operating lease liabilities	Total operating lease liabilities	**$1,020**	$1,046

The components of our lease expenses were as follows (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	Years Ended July 27, 2024
Operating lease expense	Operating lease expense	**$425**	$390	
Short-term lease expense	Short-term lease expense	**65**	66	
Variable lease expense	Variable lease expense	**242**	173	
Total lease expense	Total lease expense	**$732**	$629	

Table of Contents

CISCO SYSTEMS, INC.

Notes to Consolidated Financial Statements (Conti

Supplemental information related to our operating leases is as follows (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	Years Ended July 27, 202
Cash paid for amounts included in the measurement of lease liabilities — operating cash flows	Cash paid for amounts included in the measurement of lease liabilities — operating cash flows	**$387**	$408	
Right-of-use assets obtained in exchange for operating leases liabilities	Right-of-use assets obtained in exchange for operating leases liabilities	**$326**	$331	

The weighted-average lease term was 4.6 4.9 years and 4.7 4.6 years as of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023, respecti 27, 2024 and July 30, 2022 July 29, 2023, respectively.

The maturities of our operating leases (undiscounted) as of July 29, 2023 July 27, 2024 are as follows (in millions):

Fiscal Year	Fiscal Year	Amount	Fiscal Year
2024		$ 341	
2025	2025	259	
2026	2026	167	
2027	2027	99	
2028	2028	73	
2029			
Thereafter	Thereafter	177	

Total lease payments	Total lease payments	1,116
Less interest	Less interest	(96)
Total	Total	$1,020

(b) Lessor Arrangements

Our leases primarily represent sales-type leases with terms of four years on average. We provide leasing of our equipment and complementary t arising from these leases is recognized through interest income. Interest income for fiscal 2024, 2023, and 2022 was $51 million $65 million, $5 Statement of Operations. The net investment of our lease receivables is measured at the commencement date as the gross lease receivable, re Note 9.

Future minimum lease payments on our lease receivables as of July 29, 2023 July 27, 2024 are summarized as follows (in millions):

Fiscal Year	Fiscal Year	Amount	Fiscal Year
2024		$ 371	
2025	2025	221	
2026	2026	167	
2027	2027	147	
2028	2028	100	
2029			
Thereafter	Thereafter	9	
Total	Total	1,015	
Less: Present value of lease payments	Less: Present value of lease payments	927	
Unearned income	Unearned income	$ 88	

Actual cash collections may differ from the contractual maturities due to early customer buyouts, refinancings, or defaults.

We provide financing of certain equipment through operating leases, and the amounts are included in property and equipment in the Consolidate associated accumulated depreciation are summarized as follows (in millions):

		July 29, 2023	July 30, 2022	
	July 27, 2024			**July 27, 2024**
Operating lease assets	Operating lease assets	**$135**	$185	
Accumulated depreciation	Accumulated depreciation	**(78)**	(111)	
Operating lease assets, net	Operating lease assets, net	**$ 57**	$ 74	

Table of Contents

Our operating lease income for fiscal 2024, 2023, and 2022 was $73 million $58 million, $73 million and $107 million, respectively, and was include

Minimum future rentals on noncancelable operating leases as of July 29, 2023 July 27, 2024 are summarized as follows (in millions):

Fiscal Year	Fiscal Year	Amount	Fiscal Year
2024		$ 25	
2025	2025	12	
2026	2026	6	

2027		
Total	Total	$ 43

9. Financing Receivables

(a) Financing Receivables

Financing receivables primarily consist of loan receivables and lease receivables. Loan receivables represent financing arrangements related services), and also may include additional funding for other costs associated with network installation and integration of our products and services. sales-type leases resulting from the sale of Cisco's and complementary third-party products and are typically collateralized by a security interest average.

A summary of our financing receivables is presented as follows (in millions):

July 27, 2024	Loan F
Gross	$
Residual value	
Unearned income	
Allowance for credit loss	
Total, net	$
Reported as:	
Current	$
Noncurrent	
Total, net	$

July 29, 2023	Loan F
Gross	$
Residual value	
Unearned income	
Allowance for credit loss	
Total, net	$
Reported as:	
Current	$
Noncurrent	
Total, net	$

July 30, 2022	Loan F
Gross	$
Residual value	
Unearned income	
Allowance for credit loss	
Total, net	$
Reported as:	
Current	$
Noncurrent	
Total, net	$

[Table of Contents](#)

(b) Credit Quality of Financing Receivables

The tables below present our gross financing receivables, excluding residual value, less unearned income, categorized by our internal credit risk ra

July 27, 2024			
Internal Credit Risk Rating	Prior	July 25, 2020	July 31, 2021

Loan Receivables:			
1 to 4	**$ 2**	**$ 78**	**$**
5 to 6	**2**	**29**	
7 and Higher	**3**	**1**	
Total Loan Receivables	**$ 7**	**$ 108**	**$**
Lease Receivables:			
1 to 4	**$ 1**	**$ 8**	**$**
5 to 6	**1**	**11**	
7 and Higher	**—**	**—**	
Total Lease Receivables	**$ 2**	**$ 19**	**$**
Total	**$ 9**	**$ 127**	**$**

July 29, 2023

Internal Credit Risk Rating	Prior	July 27, 2019	July 25, 2020
Loan Receivables:			
1 to 4	$ 10	$ 53	$
5 to 6	3	14	
7 and Higher	1	7	
Total Loan Receivables	$ 14	$ 74	$
Lease Receivables:			
1 to 4	$ 2	$ 20	$
5 to 6	2	13	
7 and Higher	—	1	
Total Lease Receivables	$ 4	$ 34	$
Total	$ 18	$ 108	$

July 30, 2022

Internal Credit Risk Rating	Prior	July 28, 2018	July 27, 2019
Loan Receivables:			
1 to 4	$ 2	$ 49	$
5 to 6	1	17	
7 and Higher	1	1	
Total Loan Receivables	$ 4	$ 67	$
Lease Receivables:			
1 to 4	$ 2	$ 25	$
5 to 6	1	10	
7 and Higher	—	1	
Total Lease Receivables	$ 3	$ 36	$
Total	$ 7	$ 103	$

Table of Contents

The following tables present the aging analysis of gross receivables as of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023 (in millions):

	DAYS PAST DUE (INCLUDES BILLED AND UNBILLED)								
July 29, 2023	**31 - 60**	**61 - 90**	**91+**	**Total Past Due**	**Current**	**Total**	**120+ Still Accruing**	**Nonaccrual Financing Receivables**	**Impaired Financing Receivables**

DAYS PAST DUE (INCLUDES BILLED AND UNBILLED)										
July 27, 2024										
July 27, 2024										
July 27, 2024		31 - 60	61 - 90	91+	Total Past Due					
Loan receivables	Loan receivables	$47	$20	$37	$ 104	$5,806	$5,910	$ 17	$ 12	$ 12
Lease receivables	Lease receivables	16	4	23	43	884	927	6	3	3
Total	Total	$63	$24	$60	$ 147	$6,690	$6,837	$ 23	$ 15	$ 15

	DAYS PAST DUE (INCLUDES BILLED AND UNBILLED)								
July 30, 2022	31 - 60	61 - 90	91+	Total Past Due	Current	Total	120+ Still Accruing	Nonaccrual Financing Receivables	Impaired Financing Receivables

DAYS PAST DUE (INCLUDES BILLED AND UNBILLED)										
July 29, 2023										
July 29, 2023										
July 29, 2023		31 - 60	61 - 90	91+	Total Past Due					
Loan receivables	Loan receivables	$ 98	$62	$129	$ 289	$6,553	$6,842	$ 14	$ 60	$ 60
Lease receivables	Lease receivables	8	6	26	40	1,082	1,122	7	11	11
Total	Total	$106	$68	$155	$ 329	$7,635	$7,964	$ 21	$ 71	$ 71

Past due financing receivables are those that are 31 days or more past due according to their contractual payment terms. The data in the preced oldest outstanding receivable, and therefore past due amounts also include unbilled and current receivables within the same contract.

(c) Allowance for Credit Loss Rollforward

The allowances for credit loss and the related financing receivables are summarized as follows (in millions):

Allowance for credit loss as of July 29, 2023	**$**
Provisions (benefits)	
Recoveries (write-offs), net	
Allowance for credit loss as of July 27, 2024	**$**

Allowance for credit loss as of July 30, 2022	$
Provisions (benefits)	
Recoveries (write-offs), net	
Foreign exchange and other	
Allowance for credit loss as of July 29, 2023	$

Allowance for credit loss as of July 31, 2021	$
Provisions (benefits)	
Recoveries (write-offs), net	
Foreign exchange and other	
Allowance for credit loss as of July 30, 2022	$

Allowance for credit loss as of July 25, 2020	$
Provisions (benefits)	
Recoveries (write-offs), net	
Foreign exchange and other	
Allowance for credit loss as of July 31, 2021	$

Table of Contents

10. Investments

(a) Summary of Available-for-Sale Debt Investments

The following tables summarize our available-for-sale debt investments (in millions):

July 29, 2023		Amortized Cost	Gross Unrealized Gains	Gross Unrealized and Credit Losses	Fair Value
July 27, 2024					
U.S. government securities	U.S. government securities	$ 3,587	$ 1	$ (62)	$ 3,526
U.S. government agency securities	U.S. government agency securities	428	—	(5)	423
Non-U.S. government and agency securities	Non-U.S. government and agency securities	364	—	(1)	363
Corporate debt securities	Corporate debt securities	7,238	3	(327)	6,914
U.S. agency mortgage-backed securities	U.S. agency mortgage-backed securities	2,421	14	(230)	2,205
Commercial paper	Commercial paper	1,484	—	—	1,484
Certificates of deposit	Certificates of deposit	677	—	—	677
Total	Total	$16,199	$ 18	$ (625)	$15,592

July 27, 2024	Amortized Cost	Gros Unreal Gair

July 30, 2022		Amortized Cost	Gross Unrealized Gains	Gross Unrealized and Credit Losses	Fair Value
July 29, 2023					
U.S. government securities	U.S. government securities	$ 1,287	$ —	$ (49)	$ 1,238
U.S. government agency securities	U.S. government agency securities	142	—	(4)	138
Non-U.S. government and agency securities	Non-U.S. government and agency securities	272	—	—	272
Corporate debt securities	Corporate debt securities	8,127	2	(311)	7,818
U.S. agency mortgage-backed securities	U.S. agency mortgage-backed securities	2,134	—	(158)	1,976
Commercial paper	Commercial paper	255	—	—	255
Certificates of deposit	Certificates of deposit	250	—	—	250
Total	Total	$12,467	$ 2	$ (522)	$11,947

July 29, 2023	Amortized Cost	Gross Unrealize Gains

The following table presents the gross realized gains and gross realized losses related to available-for-sale debt investments (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Gross realized gains	Gross realized gains	**$ 4**	$27	$55		
Gross realized losses	Gross realized losses	**(25)**	(18)	(2)		
Total	Total	**$(21)**	$ 9	$53		

The following tables present the breakdown of the available-for-sale debt investments with gross unrealized losses and the duration that those loss millions):

	UNREALIZED LOSSES LESS THAN 12 MONTHS		
July 29, 2023	**Fair Value**	**Gross Unrealized Losses**	**Fair Va**
U.S. government securities	**$ 2,394**	**$ (26)**	**$**
U.S. government agency securities	**343**	**(2)**	
Non-U.S. government and agency securities	**363**	**(1)**	
Corporate debt securities	**1,736**	**(22)**	
U.S. agency mortgage-backed securities	**658**	**(13)**	
Commercial paper	**97**	**—**	

Certificates of deposit	2	—	
Total	**$ 5,593**	**$ (64)**	**$**

		UNREALIZED LOSSES LESS THAN 12 MONTHS		UNREALIZED LOSSES 12 MONTHS OR GREATER		TOTAL		**UNREALIZED LOSSES LESS THAN 12 MONTHS**
July 30, 2022		Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	
July 27, 2024								**July 27, 2024** **Fair Value**
U.S. government securities	U.S. government securities	$ 1,110	$ (44)	$ 120	$ (5)	$ 1,230	$ (49)	
U.S. government agency securities	U.S. government agency securities	114	(2)	24	(2)	138	(4)	
Non-U.S. government and agency securities	Non-U.S. government and agency securities	264	—	—	—	264	—	
Corporate debt securities	Corporate debt securities	6,920	(240)	422	(37)	7,342	(277)	
U.S. agency mortgage-backed securities	U.S. agency mortgage-backed securities	1,305	(96)	615	(62)	1,920	(158)	
Commercial paper								
Total	Total	$ 9,713	$ (382)	$ 1,181	$ (106)	$10,894	$ (488)	

[Table of Contents](#)

	UNREALIZED LOSSES LESS THAN 12 MONTHS		
July 29, 2023	Fair Value	Gross Unrealized Losses	Fair Val
U.S. government securities	$ 2,394	$ (26)	$
U.S. government agency securities	343	(2)	
Non-U.S. government and agency securities	363	(1)	
Corporate debt securities	1,736	(22)	
U.S. agency mortgage-backed securities	658	(13)	
Commercial paper	97	—	
Certificates of deposit	2	—	
Total	$ 5,593	$ (64)	$

The following table summarizes the maturities of our available-for-sale debt investments as of July 29, 2023 July 27, 2024 (in millions):

	Amortized Cost	Fair Value

		Amortized Cost		Amortized Cost
Within 1 year	Within 1 year	$ 5,510	$ 5,462	
After 1 year through 5 years	After 1 year through 5 years	8,197	7,856	
After 5 years through 10 years		69	67	
After 10 years		2	2	
Mortgage-backed securities with no single maturity	Mortgage-backed securities with no single maturity	2,421	2,205	
Total	Total	$16,199	$15,592	

Actual maturities may differ from the contractual maturities because borrowers may have the right to call or prepay certain obligations.

(b) Summary of Equity Investments

We held marketable equity securities of $431 million $481 million and $241 million $431 million as of July 29, 2023 July 27, 2024 and July 30, 202
during for fiscal 2024 and 2023, and a net unrealized loss of $38 million during fiscal 2022 respectively, on our marketable securities still held as o
measurement alternative still held was a net loss of $8 $165 million and a net gain of $32 $8 million for fiscal 2023 2024 and 2022, 2023, respective
as of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023, respectively, which are accounted for under the NAV practical expedient.

In the ordinary course of business, we have investments in privately held companies and provide financing to certain customers. These privately h
interest entity models. We evaluate on an ongoing basis our investments in these privately held companies and our customer financings, and hav
interest or voting interest entities required to be consolidated in our Consolidated Financial Statements.

As of July 29, 2023 July 27, 2024, the carrying value of our investments in privately held companies was $1.8 billion. Of the total carrying value of
such investments are considered to be in variable interest entities which are unconsolidated. We have total funding commitments of $0.3 billion $0
of certain agreed-upon milestones or are required to be funded on demand. investments. The carrying value of these investments and the additio
investments.

Table of Contents

11. Fair Value

(a) Assets and Liabilities Measured at Fair Value on a Recurring Basis

Assets and liabilities measured at fair value on a recurring basis were as follows (in millions):

	JULY 29, 2023 FAIR VALUE MEASUREMENTS			JULY 30, 2022 FAIR VALUE MEASUREMENTS		
	Level 1	**Level 2**	**Total Balance**	Level 1	Level 2	Total Balance

	JULY 27, 2024 FAIR VALUE MEASUREMENTS			**JULY FAIR VALUE M**		
	Level 1			**Level 1**	**Level 2**	**To Bal**
Assets:	Assets:					
Cash equivalents:	Cash equivalents:					
Cash equivalents:						
Cash equivalents:						
Money market funds						
Money market funds						

Money market funds	Money market funds	**$6,496**	**$ —**	**$ 6,496**	$3,930	$ —	$ 3,930
Commercial paper	Commercial paper	**—**	**1,090**	**1,090**	—	72	72
Certificates of deposit	Certificates of deposit	**—**	**47**	**47**	—	32	32
Corporate debt securities	Corporate debt securities	**—**	**25**	**25**	—	1	1
Available-for-sale debt investments:							
U.S. government securities	U.S. government securities	**—**	**—**	**—**	—	12	12
Available-for-sale debt investments:							
U.S. government securities							
U.S. government securities	U.S. government securities	**—**	**3,526**	**3,526**	—	1,238	1,238
U.S. government agency securities	U.S. government agency securities	**—**	**423**	**423**	—	138	138
Non-U.S. government and agency securities	Non-U.S. government and agency securities	**—**	**363**	**363**	—	272	272
Corporate debt securities	Corporate debt securities	**—**	**6,914**	**6,914**	—	7,818	7,818
U.S. agency mortgage-backed securities	U.S. agency mortgage-backed securities	**—**	**2,205**	**2,205**	—	1,976	1,976
Commercial paper	Commercial paper	**—**	**1,484**	**1,484**	—	255	255
Certificates of deposit	Certificates of deposit	**—**	**677**	**677**	—	250	250
Equity investments:	Equity investments:						
Marketable equity securities	Marketable equity securities	**431**	**—**	**431**	241	—	241
Marketable equity securities							
Marketable equity securities							
Other current assets:	Other current assets:						
Money market funds	Money market funds	**188**	**—**	**188**	—	—	—
Money market funds							
Money market funds							
Other assets:	Other assets:						

Money market funds

Money market funds

Money market funds	Money market funds	**1,313**	**—**	**1,313**	1,500	—	1,500
Derivative assets	Derivative assets	**—**	**32**	**32**	—	78	78
Total	Total	**$8,428**	**$16,786**	**$25,214**	$5,671	$12,142	$17,813
Liabilities:	Liabilities:						
Derivative liabilities	Derivative liabilities	**$ —**	**$ 75**	**$ 75**	$ —	$ 89	$ 89
Derivative liabilities							
Derivative liabilities							
Total	Total	**$ —**	**$ 75**	**$ 75**	$ —	$ 89	$ 89

(b) Assets Measured at Fair Value on a Nonrecurring Basis

Our non-marketable equity securities using the measurement alternative are adjusted to fair value on a non-recurring basis. Adjustments are ma due to impairment. These securities are classified as Level 3 in the fair value hierarchy because we estimate the value based on valuation meth such as volatility, rights, and obligations of the securities we hold.

The fair value for purchased intangible assets measured at fair value on a nonrecurring basis was categorized as Level 3 due to the use of signific expected revenues and net income related to the assets and the expected life of the assets. The difference between the estimated fair value an product cost of sales and operating expenses as applicable. See Note 5.

Table of Contents

(c) Other Fair Value Disclosures

The fair value of our short-term loan receivables approximates their carrying value due to their short duration. The aggregate carrying value of o 2022 was $2.9 billion and $3.4 billion, respectively. The estimated fair value of our long-term loan receivables approximates their carrying value. V long-term loan receivables, and therefore they are categorized as Level 3.

As of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023, the estimated fair value of our short-term debt approximates its carrying value d $8.7 billion $20.4 billion, with a carrying amount of $8.4 billion $20.1 billion. This compares to a fair value of $9.7 billion $8.7 billion and a carrying notes was determined based on observable market prices in a less active market and was categorized as Level 2.

12. Borrowings

(a) Short-Term Debt

The following table summarizes our short-term debt (in millions, except percentages):

		July 29, 2023		July 30, 2022			**July 27, 2024**
		Amount	**Effective Rate**	Amount	Effective Rate		**Amount**
Current portion of long-term debt	Current portion of long-term debt	**$1,733**	**4.45 %**	$ 499	2.68 %	Current portion of long-term debt	**$ 488**
Commercial paper	Commercial paper	**—**	**—**	600	2.05 %		
Total	Total	**$1,733**		$1,099			

We have a short-term debt financing program of up to $10.0 billion $15.0 billion through the issuance of commercial paper notes. We use the proce

The effective rates for the short- and long-term debt include the interest on the notes, the accretion of the discount, the issuance costs, and, if appl

Table of Contents

(b) Long-Term Debt

The following table summarizes our long-term debt (in millions, except percentages):

			July 29, 2023		July 30, 2022				
		Maturity Date	**Amount**	**Effective Rate**	Amount	Effective Rate		Maturity Date	
Senior notes:	Senior notes:								
Fixed-rate notes:	Fixed-rate notes:								
2.60%		February 28, 2023	**$ —**	**—**	$ 500	2.68%			
Fixed-rate notes:									
Fixed-rate notes:									
2.20%									
2.20%									
2.20%	2.20%	September 20, 2023	**750**	**2.27%**	750	2.27%	September 20, 2023		**$ —**
3.625%	3.625%	March 4, 2024	**1,000**	**6.08%**	1,000	2.69%	3.625%	March 4, 2024	
3.50%	3.50%	June 15, 2025	**500**	**6.38%**	500	3.20%	3.50%	June 15, 2025	
4.90%							4.90%	February 26, 2026	
2.95%	2.95%	February 28, 2026	**750**	**3.01%**	750	3.01%	2.95%	February 28, 2026	
2.50%	2.50%	September 20, 2026	**1,500**	**2.55%**	1,500	2.55%	2.50%	September 20, 2026	
4.80%							4.80%	February 26, 2027	
4.85%							4.85%	February 26, 2029	
4.95%							4.95%	February 26, 2031	
5.05%							5.05%	February 26, 2034	
5.90%	5.90%	February 15, 2039	**2,000**	**6.11%**	2,000	6.11%	5.90%	February 15, 2039	
5.50%	5.50%	January 15, 2040	**2,000**	**5.67%**	2,000	5.67%	5.50%	January 15, 2040	
5.30%							5.30%	February 26, 2054	
5.35%							5.35%	February 26, 2064	
Other long-term debt							Other long-term debt		
Total	Total		**8,500**		9,000				
Unaccreted discount/issuance costs	Unaccreted discount/issuance costs		**(68)**		(75)				
Unaccreted discount/issuance costs									
Unaccreted discount/issuance costs									
Hedge accounting fair value adjustments	Hedge accounting fair value adjustments		**(41)**		(10)				
Hedge accounting fair value adjustments									
Hedge accounting fair value adjustments									
Total									
Total									
Total	Total		**$8,391**		$8,915				

Reported as:	Reported as:		
Reported as:			
Reported as:			
Short-term debt			
Short-term debt			
Short-term debt	Short-term debt	**$1,733**	$ 499
Long-term debt	Long-term debt	**6,658**	8,416
Long-term debt			
Long-term debt			
Total	Total	**$8,391**	$8,915
Total			
Total			

In February 2024, we issued senior notes for an aggregate principal amount of $13.5 billion.

We have entered into an interest rate swaps swap in a prior periods period with an aggregate notional amount of $1.5 billion $0.5 billion designated swap converts the fixed interest rates rate of the fixed-rate notes note to a floating interest rates rate based on SOFR. Secured Overnight Financin the interest rate swaps swap substantially offset changes offsets the change in the fair value of the hedged portion of the underlying debt that are i 13.

Interest is payable semiannually on each class of the senior fixed-rate notes. Each of the senior fixed-rate notes is redeemable by us at any time, that may be have been issued in the future pursuant to our short-term debt financing program, as discussed above under “(a) Short-Term Debt.” As

Table of Contents

As of July 29, 2023 July 27, 2024, future principal payments for long-term debt, including the current portion, are summarized as follows (in millions

Fiscal Year	Fiscal Year	Amount	Fiscal Year
2024		$1,750	
2025	2025	500	
2026	2026	750	
2027	2027	1,500	
2028			
2029			
Thereafter	Thereafter	4,000	
Total	Total	$8,500	

(c) Credit Facility

On May 13, 2021, we entered into a 5-year credit agreement with certain institutional lenders that provides for a $3.0 billion unsecured revolv compliance with the required interest coverage ratio and the other covenants, and we had not borrowed any funds under the credit agreement. On $5.0 billion unsecured revolving credit agreement. The interest rate for the credit agreement to replace the LIBOR index with Term SOFR.

Any advances under the 5-year credit agreement will accrue interest at rates that are equal to, is determined based on a formula using certain con adjustment) or (ii) the Base Rate (to be defined as the highest of (x) the Bank of America prime rate, (y) the Federal Funds rate plus 0.50% and (z) Yen, TIBOR and (d) with respect to loans in Pounds Sterling, SONIA, plus a margin that is based on our senior debt credit ratings as published by no event will the interest rate be less than 0.0%. We will pay a quarterly commitment fee during the term of the 5-year credit agreement which incorporates certain sustainability-linked metrics. Specifically, our applicable interest rate and commitment fee are subject to upward or down performance indicator metrics: (i) social impact and (ii) foam reduction. We may also, upon the agreement of either the then-existing lenders or ad facility by up to an additional $2.0 billion and, at our option, extend the maturity of the facility for an additional year up to two times. market rates. Th interest coverage ratio as defined (defined in the agreement as the ratio of consolidated EBITDA to consolidated interest expense) of not less than not borrowed any funds under our credit agreement.

13. Derivative Instruments

(a) Summary of Derivative Instruments

We use derivative instruments primarily to manage exposures to foreign currency exchange rate, interest rate, and equity price risks. Our primar with changes in foreign currency exchange rates, interest rates, and equity prices. Our derivatives expose us to credit risk to the extent that the cou

such risks by limiting our counterparties to major financial institutions and requiring collateral in certain cases. In addition, the potential risk of loss
not expect material losses as a result of defaults by counterparties.

The fair values of our derivative instruments and the line items on the Consolidated Balance Sheets to which they were recorded are summarized a

		DERIVATIVE ASSETS			DERIVATIVE LIABILITIES			DERIVATIVE ASSETS	
		Balance Sheet Line Item	July 29, 2023	July 30, 2022	Balance Sheet Line Item	July 29, 2023	July 30, 2022	Balance Sheet Line Item	July 27, 2024
Derivatives designated as hedging instruments:	Derivatives designated as hedging instruments:								
Foreign currency derivatives									
Foreign currency derivatives									
Foreign currency derivatives	Foreign currency derivatives	Other current assets	$22	$55	Other current liabilities	$—	$—		
Foreign currency derivatives	Foreign currency derivatives	Other assets	9	9	Other long-term liabilities	—	—		
Interest rate derivatives	Interest rate derivatives	Other current assets	—	—	Other current liabilities	17	—		
Interest rate derivatives	Interest rate derivatives	Other assets	—	—	Other long-term liabilities	24	10		
Total	Total		31	64		41	10		
Derivatives not designated as hedging instruments:	Derivatives not designated as hedging instruments:								
Foreign currency derivatives	Foreign currency derivatives	Other current assets	1	14	Other current liabilities	25	69		
Foreign currency derivatives	Foreign currency derivatives	Other assets	—	—	Other long-term liabilities	9	9		
Equity derivatives		Other current assets	—	—	Other current liabilities	—	1		
Foreign currency derivatives									
Foreign currency derivatives									
Total	Total		1	14		34	79		
Total	Total		$32	$78		$75	$89		

Table of Contents

The following amounts were recorded on the Consolidated Balance Sheets related to cumulative basis adjustments for our fair value hedges (in mi

Balance Sheet Line Item of Hedged Item	Balance Sheet Line Item of Hedged Item	CARRYING AMOUNT OF THE HEDGED ASSETS/(LIABILITIES) July 29, 2023	CARRYING AMOUNT OF THE HEDGED ASSETS/(LIABILITIES) July 30, 2022	CUMULATIVE AMOUNT OF FAIR VALUE HEDGING ADJUSTMENT INCLUDED IN THE CARRYING AMOUNT OF THE HEDGED ASSETS/LIABILITIES July 29, 2023	CUMULATIVE AMOUNT OF FAIR VALUE HEDGING ADJUSTMENT INCLUDED IN THE CARRYING AMOUNT OF THE HEDGED ASSETS/LIABILITIES July 30, 2022	Balance Sheet Line Item of Hedged Item	CARRYING AMOUNT OF THE HEDGED ASSETS/(LIABILITIES) July 27, 2024	July 29, 2023	CUMULATIV
Short-term debt	Short-term debt	**$ (983)**	$ —	**$ 17**	$ —				
Long-term debt	Long-term debt	**$ (476)**	$ (1,487)	**$ 24**	$ 10				

The effect of derivative instruments designated as fair value hedges, recognized in interest and other income (loss), net is summarized as follows (

		GAINS (LOSSES) FOR THE YEARS ENDED July 29, 2023	July 30, 2022	July 31, 2021
		GAINS (LOSSES) FOR THE YEARS ENDED July 27, 2024	July 27, 2024	July 29, 2023
Interest rate derivatives:	Interest rate derivatives:			
Hedged items				
Hedged items				
Hedged items	Hedged items	**$ 31**	$116	$65
Derivatives designated as hedging instruments	Derivatives designated as hedging instruments	**(31)**	(118)	(67)
Total	Total	**$ —**	$ (2)	$ (2)

The effect on the Consolidated Statements of Operations of derivative instruments not designated as hedges is summarized as follows (in millions)

Derivatives Not Designated as Hedging Instruments	Derivatives Not Designated as Hedging Instruments	Line Item in Statements of Operations	GAINS (LOSSES) FOR THE YEARS ENDED July 29, 2023	July 30, 2022	July 31, 2021	Derivatives Not Designated as Hedging Instruments	Line Item in Statemen
Foreign currency derivatives	Foreign currency derivatives	Other income (loss), net	**$ 1**	$(237)	$ 2		

Total return swaps—deferred compensation	Total return swaps—deferred compensation	Operating expenses and other	**58**	(92)	157
Equity derivatives	Equity derivatives	Other income (loss), net	**13**	9	20
Total	Total		**$ 72**	$(320)	$179

The notional amounts of our outstanding derivatives are summarized as follows (in millions):

		July 29, 2023	July 30, 2022	
	July 27, 2024			**July 27, 2024**
Foreign currency derivatives	Foreign currency derivatives	**$5,419**	$4,521	
Interest rate derivatives	Interest rate derivatives	**1,500**	1,500	
Total return swaps—deferred compensation	Total return swaps—deferred compensation	**792**	651	
Total	Total	**$7,711**	$6,672	

Table of Contents

(b) Offsetting of Derivative Instruments

We present our derivative instruments at gross fair values in the Consolidated Balance Sheets. However, our master netting and other similar a
which are designed to reduce credit risk by permitting net settlement with the same counterparty.

To further limit credit risk, we also enter into collateral security arrangements related to certain derivative instruments whereby cash is posted as
Under these collateral security arrangements, the net cash collateral provided for was $40 $11 million and $14 $40 million as of July 29, 2023 July 2

(c) Foreign Currency Exchange Risk

We conduct business globally in numerous currencies. Therefore, we are exposed to adverse movements in foreign currency exchange rates. To
We do not enter into such contracts for speculative purposes.

We hedge forecasted foreign currency transactions related to certain revenues, operating expenses and service cost of sales with currency optio
hedges, generally have maturities of less than 24 months. The derivative instrument's gain or loss is initially reported as a component of accumu
hedged exposure affects earnings.

We enter into foreign exchange forward and option contracts to reduce the short-term effects of foreign currency fluctuations on assets and liab
derivatives are not designated as hedging instruments. Gains and losses on the contracts are included in other income (loss), net, and substantia
other current monetary assets or and liabilities denominated in currencies other than the functional currency of the reporting entity.

We hedge certain net investments in our foreign operations with forward contracts to reduce the effects of foreign currency fluctuations on our net i
up to six months.

(d) Interest Rate Risk

We hold an interest rate swaps swap designated as a fair value hedges hedge related to a fixed-rate senior notes note that are is due in fiscal 2024
and make interest payments based on SOFR plus a fixed number of basis points. The effect of such swaps the swap is to convert the fixed interes
gains gain and losses loss related to changes the change in the fair value of the interest rate swaps are swap is included in interest expense a
underlying debt that are attributable to the changes change in market interest rates.

(e) Equity Price Risk

We hold marketable equity securities in our portfolio that are subject to price risk. To diversify our overall portfolio, we also hold equity derivativ
investment types are included in other income (loss), net.

We are also exposed to variability in compensation charges related to certain deferred compensation obligations to employees. employees and di
swaps to economically hedge this exposure and offset the related compensation expense.

Table of Contents

14. Commitments and Contingencies

(a) Purchase Commitments with Contract Manufacturers and Suppliers

We purchase components from a variety of suppliers and use several contract manufacturers to provide manufacturing services for our products ensure adequate component supply, we enter into agreements with contract manufacturers and suppliers that allow them to procure inventory significant portion of our reported purchase commitments arising from these agreements consists of firm, noncancelable, and unconditiona manufacturers suppliers, and suppliers relate to arrangements fixed-dollar commitments to secure supply and pricing for certain product compone reschedule, and adjust our requirements based on our business needs prior to firm orders being placed.

The following table summarizes our inventory purchase commitments with contract manufacturers and suppliers (in millions):

Commitments by Period	Commitments by Period	**July 29, 2023**	July 30, 2022	Commitments by Period
Less than 1 year	Less than 1 year	**$5,270**	$ 9,954	
1 to 3 years	1 to 3 years	**1,783**	2,240	
3 to 5 years	3 to 5 years	**200**	770	
Total	Total	**$7,253**	$12,964	

We record a liability for firm, noncancelable, and unconditional purchase commitments for quantities in excess of our future demand forecasts cor and July 30, 2022 July 29, 2023, the liability for these purchase commitments was $529 million $498 million and $313 million $529 million, respectiv

(b) Other Commitments

In connection with our acquisitions, we have agreed to pay certain additional amounts contingent upon the achievement of certain agreed-upon Cisco of certain employees of the acquired entities.

The following table summarizes the compensation expense related to acquisitions (in millions):

	Ju
Compensation expense related to acquisitions	$

As of July 29, 2023, we estimated that future cash compensation expense of up to $349 million may be required to be recognized pursuant to the a

We also have certain funding commitments, primarily related to our privately held investments, some of which are based on the achievement of ce commitments were $0.3 billion $0.2 billion and $0.4 $0.3 billion as of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023, respectively.

(c) Product Warranties

The following table summarizes the activity related to the product warranty liability (in millions):

		July 29, 2023	July 30, 2022	July 31, 2021		
July 27, 2024					**July 27, 2024**	July 2!
Balance at beginning of fiscal year	Balance at beginning of fiscal year	**$333**	$336	$331		
Provisions for warranties issued	Provisions for warranties issued	**386**	415	496		
Adjustments for pre-existing warranties	Adjustments for pre-existing warranties	**18**	3	—		
Settlements	Settlements	**(408)**	(421)	(491)		
Balance at end of fiscal year	Balance at end of fiscal year	**$329**	$333	$336		

We accrue for warranty costs as part of our cost of sales based on associated material product costs, labor costs for technical support staff, and as days to five years, and for some products we provide a limited lifetime warranty.

(d) **Financing and Other Guarantees**

In the ordinary course of business, we provide financing guarantees for various third-party financing arrangements extended to channel partners
periods presented.

Channel Partner Financing Guarantees We facilitate arrangements for third-party financing extended to channel partners, consisting of revolving
arrangements facilitate the working capital requirements of the channel partners, and, in some cases, we guarantee a portion of these arrangem
billion, and $26.7 billion $27.9 billion in fiscal 2024, 2023, 2022, and 2021, 2022, respectively. The balance of the channel partner financing subject
2024 and July 30, 2022 July 29, 2023, respectively.

Table of Contents

Financing Guarantee Summary The aggregate amounts of channel partner financing guarantees outstanding at July 29, 2023 July 27, 2024 a
financing arrangements with third parties along with the related deferred revenue, are summarized in the following table (in millions):

		July 29, 2023	July 30, 2022
July 27, 2024			**July 27, 2024**
Maximum potential future payments	Maximum potential future payments	**$159**	$188
Deferred revenue	Deferred revenue	**(34)**	(9)
Total	Total	**$125**	$179

(e) **Indemnifications**

In the normal course of business, we have indemnification obligations to other parties, including customers, lessors, and parties to other transact
from a breach of representations or covenants or out of intellectual property infringement or other claims made against certain parties. These agr
and the amount of the claim.

It is not possible to determine the maximum potential amount for claims made under the indemnification obligations due to uncertainties in the lit
types of cases, and the unique facts and circumstances involved in each particular case and agreement. Historically, indemnity payments made by

In addition, we have entered into indemnification agreements with our officers and directors, and our Amended and Restated Bylaws contain simila

(f) **Legal Proceedings**

Brazil Brazilian authorities have investigated our Brazilian subsidiary and certain of its former employees, as well as a Brazilian importer of our p
improper transactions involving the subsidiary and the importer. Brazilian tax authorities have assessed claims against our Brazilian subsidiary ba
In addition to claims asserted by the Brazilian federal tax authorities in prior fiscal years, tax authorities from the Brazilian state of Sao Paulo have a

The asserted claims by Brazilian federal tax authorities are for calendar years 2003 through 2007, and the asserted claims by the tax authorities fr
Brazilian state and federal tax authorities aggregate to $171 million $143 million for the alleged evasion of import and other taxes, $974 million $8
exchange rate as of July 29, 2023 July 27, 2024.

We have completed a thorough review of the matters and believe the asserted claims against our Brazilian subsidiary are without merit, and we a
due to the complexities and uncertainty surrounding the judicial process in Brazil and the nature of the claims asserting joint liability with the imp
subsidiary and are unable to reasonably estimate a range of loss, if any. We do not expect a final judicial determination for several years.

Centripetal On February 13, 2018, Centripetal Networks, Inc. ("Centripetal") asserted patent infringement claims against us in the U.S. District C
eleven Centripetal U.S. patents. The district court case went After two bench trials and various administrative actions and appeals, we have been
issued a judgment finding validity and willful infringement of four not have infringed any of the asserted patents and non-infringement of or the fifth
issue an injunction

but, instead, awarded patents have been invalidated. Centripetal a royalty against future revenue for an initial three-year term at a 10% rate, with
second three-year term at a 5% rate, with a minimum and maximum annual royalty of $84 million and $150 million, respectively. We has appea
vacated the district court's final judgment, remanded the case back to the district court to be assigned to a new judge and ordered the distric
proceedings over three days beginning on June 22, 2023, and a decision is pending. Prior to the hearing, on May 24, 2023, the Patent Trial and A
it has also appealed the subject non-infringement judgment of the hearing. On August 9, 2022, Centripetal filed a petition for writ District Court a
Supreme Court denied Centripetal's petition on December 5, 2022. those proceedings are ongoing.

Between April 2020 and February 2022, Centripetal also filed complaints in the District Court of Dusseldorf in Germany ("German Court"), assertin
all cases. On December 10, 2021, In various proceedings in 2021, 2022, and 2023, we have been found to have not infringed three patents, o
invalidated, and the infringement action on two patents, and Centripetal has appealed. A hearing for a Cisco nullity the final patent is stayed due t

claims, aside from one of those two patents occurred on August 1, 2022, and auxiliary claim, were found invalid, for which we are waiting for await
Centripetal's appeals of two of the non-infringement findings remain pending and, on March 27, 2024, the German Court stayed its decision on in
Federal Patent Court in a related nullity proceeding. On May 17, 2022, Centripetal withdrew its complaint for infringement non-infringement finding.

Table of the German utility model. The German Court conducted a hearing on the remaining two Centripetal complaints on November 22, 2022. Th
pending a decision by the European Patent Office in a related opposition proceeding. Contents

CISCO SYSTEMS, INC.

Notes to Consolidated Financial Statements (Conti

On July 10, 2023, Centripetal filed a complaint in the Paris Judiciary Court asserting the French counterpart of a European Patent. Centripeta
counterpart of the same European Patent in Germany and the German Court rejected Centripetal's complaint finding no infringement. We have fil
will set a schedule for the remainder of the proceedings.

Due to uncertainty surrounding patent litigation processes in the U.S. and Europe, we are unable to reasonably estimate the ultimate outcome of
any damages ultimately assessed would not have a material effect on our Consolidated Financial Statements.

Ramot On June 12, 2019 and on February 26, 2021, Ramot at Tel Aviv University Ltd. ("Ramot") asserted patent infringement claims against us C
District of Delaware ("D. Del."), respectively. Ramot is seeking damages, including enhanced damages, and a royalty on future sales. Ramot a
challenged the validity of all three the patents in the U.S. Patent and Trademark Office ("PTO") by way of ex parte reexamination proceedings and
reexamination certificate finding all amended claims patentable with respect to one asserted patent and reexamination proceedings for the other tw

On February 26, 2021, Ramot asserted patent infringement claims against Acacia Communications, Inc. ("Acacia") in the District of Delaware ("
alleges that certain Acacia optical transceiver modules and integrated circuits infringe two of the three patents that Ramot asserted in the E.D. Tex.

On September 28, 2021 and May 24, 2022, Cisco and Acacia filed two declaratory judgment actions of noninfringement against Ramot in D. De
Ramot is asserting counterclaims for infringement of the same patents and seeks damages, including enhanced damages, and a royalty on future

While we believe that we have strong non-infringement and invalidity arguments in these litigations, and that Ramot's damages theories in suc
outcome of these litigations at this time due to uncertainties in the litigation processes. If we do not prevail in court in these litigations, we believe
Statements.

Viasat On November 6, 2019, Viasat, Inc. ("Viasat") filed suit against Acacia in the California Superior Court for San Diego County ("SDSC"), allegi
("Viasat 2019"). In May 2023, a judgment was entered against Cisco in Viasat 2019 for an amount that did not have a material effect on our Cons
no hearing date has been set.

On June 9, 2020, Viasat filed another suit in SDSC alleging contract and trade secret claims for sales of additional Acacia products ("Viasat 2020"
alleging additional information. A trial date has been set for January 26, 2024. We are unable to reasonably estimate the ultimate outcome of Vias
that any relief ultimately assessed in Viasat 2020 will not have a material effect on our Consolidated Financial Statements.

Egenera On August 8, 2016, Egenera, Inc. ("Egenera") asserted infringement claims against us in the U.S. District Court for the District of Ma
Egenera sought damages, including enhanced damages, and an injunction. Two of the asserted patents were dismissed, leaving Egenera's infring
the asserted claims of the remaining patent unpatentable in ex parte reexamination proceedings. On August 15, 2022, after a jury trial for the re
post-trial motions, and Egenera filed an appeal to the Federal Circuit on January 13, 2023, the appeal is fully briefed and those proceedings we are

In addition to the above matters, we are subject to other legal proceedings, claims, and litigation arising in the ordinary course of business, includin
we do not believe that the ultimate costs to resolve these matters will have a material effect on our Consolidated Financial Statements.

For additional information regarding intellectual property litigation, see "Part I, Item 1A. Risk Factors—We may be found to infringe on intellectual p

15. Stockholders' Equity

(a) Stock Repurchase Program

In September 2001, our Board of Directors authorized a stock repurchase program. As of July 29, 2023 July 27, 2024, the remaining authorized a
no termination date.

A summary of the Our stock repurchase activity under the stock repurchase program, reported based on the trade date, is summarized as follows (

Years Ended	Years Ended	Shares	Weighted-Average Price per Share	Amount	Years Ended	Shares	V
July 27, 2024							
July 29, 2023	**July 29, 2023**	**88**	**$ 48.49**	**$4,271**			
July 30, 2022	July 30, 2022	146	$ 52.82	$7,734			

July 31, 2021	64	$ 45.48	$2,902

There were $48 $25 million, $70 48 million and $25 $70 million in stock repurchases that were pending settlement as of July 29, 2023 July 27, 2024

The purchase price for the shares of our stock repurchased is reflected as a reduction to stockholders' equity.

Table of Contents

We are required to allocate the purchase price of the repurchased shares as (i) a reduction to retained earnings or an increase to accumulated defi

(b) Dividends Declared

On August 16, 2023 August 14, 2024, our Board of Directors declared a quarterly dividend of $0.39 $0.40 per common share to be paid on Octobe 4, 2023 October 2, 2024. Future dividends will be subject to the approval of our Board of Directors.

(c) Preferred Stock

Under the terms of our Amended and Restated Certificate of Incorporation, the Board of Directors is authorized to issue preferred stock in one or n powers (including voting powers (if any)), preferences and relative, participating, optional or other special rights, if any, of such series, and any qua 27, 2024, we had have not issued any shares of preferred stock.

16. Employee Benefit Plans

(a) Employee Stock Incentive Plans

We have one stock incentive plan: the 2005 Stock Incentive Plan (the "2005 Plan"). In addition, we have, in connection with our acquisitions of v acquired companies or issued share-based awards in replacement thereof. Share-based awards are designed to reward employees for their lo frequency of share-based awards are based on competitive practices, our operating results, government regulations, and other factors. Our primar

The 2005 Plan provides for the granting of stock options, stock grants, stock units and stock appreciation rights (SARs), the vesting of which may based and performance-based RSUs generally vest over three years with certain awards containing retirement eligible provisions. Employees (ir and affiliates and non-employee directors of Cisco are eligible to participate in the 2005 Plan. The 2005 Plan may be terminated by our Board c Meeting unless re-adopted or extended by our stockholders prior to or on such date.

Under the 2005 Plan's share reserve feature, a distinction is made between the number of shares in the reserve attributable to (i) stock options grants, pursuant to stock units or pursuant to the settlement of dividend equivalents are counted against shares available for issuance under the 2 award under the 2005 Plan, 1.5 shares was deducted from the available share-based award balance. If awards issued under the 2005 Plan are fo such awards, plus the number of additional shares, if any, that counted against shares available for issuance under the 2005 Plan at the time of g for issuance under the 2005 Plan. As of July 29, 2023 July 27, 2024, 124 million 156 million shares were authorized for future grant under the 2005

(b) Employee Stock Purchase Plan

We have an Employee Stock Purchase Plan under which eligible employees are offered shares through a 24-month offering period, which consis shares of our stock at a discount of up to 15% of the lesser of the fair market value at the beginning of the offering period or the end of each 6-mo of (i) January 3, 2030 and (ii) the date on which all shares available for issuance under the Employee Stock Purchase Plan are sold pursuant to million shares under the Employee Stock Purchase Plan in fiscal 2024, 2023, 2022, and 2021, 2022, respectively. As of July 29, 2023 July 27, 20 Plan.

Table of Contents

(c) Summary of Share-Based Compensation Expense

Share-based compensation expense consists primarily of expenses for RSUs, stock purchase rights, and stock options, granted to employees or (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Cost of sales—product	Cost of sales—product	**$ 151**	$ 112	$ 99		
Cost of sales—service		**245**	199	176		
Cost of sales—services						

Share-based compensation expense in cost of sales	Share-based compensation expense in cost of sales	**396**	311	275
Research and development	Research and development	**1,008**	790	694
Sales and marketing	Sales and marketing	**673**	572	540
General and administrative	General and administrative	**270**	212	226
Restructuring and other charges	Restructuring and other charges	**6**	1	26
Share-based compensation expense in operating expenses	Share-based compensation expense in operating expenses	**1,957**	1,575	1,486
Total share-based compensation expense	Total share-based compensation expense	**$2,353**	$1,886	$1,761
Income tax benefit for share-based compensation	Income tax benefit for share-based compensation	**$ 449**	$ 457	$ 387

As of July 29, 2023 July 27, 2024, the total compensation cost related to unvested share-based awards not yet recognized was $4.7 billion $4.6 bil
basis.

(d) Restricted Stock Unit Awards

A summary of the restricted stock and stock unit activity, which includes time-based and performance-based or market-based RSUs, is as follows (

		Restricted Stock/ Stock Units	Weighted-Average Grant Date Fair Value per Share	Aggregate Fair Value
UNVESTED BALANCE AT JULY 25, 2020		96	$ 42.03	
	Restricted Stock/ Stock Units			Restricted Stock/ Stock Units
UNVESTED BALANCE AT JULY 31, 2021				
Granted and assumed				
Granted and assumed				
Granted and assumed	Granted and assumed	51	41.89	
Vested	Vested	(39)	39.63	$ 1,813
Canceled/forfeited/other		(14)	42.13	
UNVESTED BALANCE AT JULY 31, 2021		94	42.93	
Granted and assumed		52	50.06	
Vested				
Vested	Vested	(37)	42.27	$ 1,979
Canceled/forfeited/other	Canceled/forfeited/other	(12)	45.63	
UNVESTED BALANCE AT JULY 30, 2022	**UNVESTED BALANCE AT JULY 30, 2022**	**97**	**46.67**	
UNVESTED BALANCE AT JULY 30, 2022				

UNVESTED BALANCE AT JULY 30, 2022

Granted and assumed	Granted and assumed	72	42.08		
Granted and assumed					
Granted and assumed					
Vested					
Vested					
Vested	Vested	(39)	46.69	$	1,746
Canceled/forfeited/other	Canceled/forfeited/other	(8)	45.17		
UNVESTED BALANCE AT JULY 29, 2023	UNVESTED BALANCE AT JULY 29, 2023	122	$ 44.04		
UNVESTED BALANCE AT JULY 29, 2023					
UNVESTED BALANCE AT JULY 29, 2023					
Granted and assumed					
Granted and assumed					
Granted and assumed					
Vested					
Vested					
Vested					
Canceled/forfeited/other					
UNVESTED BALANCE AT JULY 27, 2024					
UNVESTED BALANCE AT JULY 27, 2024					
UNVESTED BALANCE AT JULY 27, 2024					

Table of Contents

(e) Valuation of Employee Share-Based Awards

Time-based restricted stock units and PRSUs that are based on our financial performance metrics or non-financial operating goals are valued usir expected dividends. On Starting in fiscal 2023, for PRSUs granted, we included a relative total shareholder return (TSR) modifier to determine the using a Monte Carlo simulation model. For PRSUs granted in fiscal 2022, on the date of grant, we estimated the fair value of the total shareholde granted during the fiscal years presented are contingent on the achievement of our financial performance metrics, our comparative market-based r

The assumptions for the valuation of time-based RSUs and PRSUs are summarized as follows:

RESTRICTED STOCK UNITS

	RESTRICTED STOCK UNITS					
Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July**
Number of shares granted (in millions)	Number of shares granted (in millions)	**70**	50	48		
Grant date fair value per share	Grant date fair value per share	**$42.13**	$49.68	$42.04		
Weighted-average assumptions/inputs:	Weighted-average assumptions/inputs:					
Expected dividend yield	Expected dividend yield	**3.4 %**	2.9 %	3.3 %		
Expected dividend yield						
Expected dividend yield						
Range of risk-free interest rates	Range of risk-free interest rates	**3.7% – 5.7%**	0.0% – 3.0%	0.0% – 0.9%	Range of risk-free interest rates	

Years Ended	**July**
Number of shares granted (in millions)	
Grant date fair value per share	**$**

Weighted-average assumptions/inputs:

Expected dividend yield

Range of risk-free interest rates

Years Ended	July
Number of shares granted (in millions)	
Grant date fair value per share	$
Weighted-average assumptions/inputs:	
Expected dividend yield	
Range of risk-free interest rates	

The assumptions for the valuation of employee stock purchase rights are summarized as follows:

		EMPLOYEE STOCK PURCHASE RIGHTS		
Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021
Weighted-average assumptions:	Weighted-average assumptions:			
Expected volatility	Expected volatility	**28.7 %**	27.9 %	29.2 %
Risk-free interest rate	Risk-free interest rate	**2.8 %**	0.1 %	0.3 %
Expected dividend	Expected dividend	**3.6 %**	3.2 %	3.2 %
Expected life (in years)	Expected life (in years)	**1.2**	1.2	1.3
Weighted-average estimated grant date fair value per share	Weighted-average estimated grant date fair value per share	**$ 12.40**	$ 12.90	$ 12.46

	EM
Years Ended	July 27, 2024
Expected volatility	
Expected volatility	28
Risk-free interest rate	2
Expected dividend	3
Expected life (in years)	

The valuation of employee stock purchase rights and the related assumptions are for the employee stock purchases made during the respective fis

We used the implied volatility for traded options (with contract terms corresponding to the expected life of the employee stock purchase rights) on volatility is more representative of future stock price trends than historical volatility. The risk-free interest rate assumption is based upon observed assumption is based on the history and expectation of dividend payouts at the grant date.

Table of Contents

(f) Employee 401(k) Plans

We sponsor the Cisco Systems, Inc. 401(k) Plan (the “Plan”) to provide retirement benefits for our employees. As allowed under Section 401(k) o contributions for eligible employees. The Plan allows employees to contribute up to 75% of their annual eligible earnings to the Plan on a pretax a annual amount as set periodically by the Internal Revenue Code. We match pretax and Roth employee contributions up to 100% of the first 4 contribution that we may allocate to each participant’s account will not exceed $14,850 $15,525 for the 2023 2024 calendar year due to the $330,00 contributions vest immediately. Our matching contributions to the Plan totaled $342 million $358 million, $306 million $342 million, and $290 million

The Plan allows employees who meet the age requirements and reach the Plan contribution limits to make catch-up contributions (pretax or Ro Internal Revenue Code. Catch-up contributions are not eligible for matching contributions. In addition, the Plan provides for discretionary profit-s allocated among eligible participants in the proportion of their salaries to the total salaries of all participants. There were no discretionary profit-shar

We also sponsor other 401(k) plans as a result of acquisitions of other companies. Our contributions to these plans were not material to Cisco on e

(g) Deferred Compensation Plans

The Cisco Systems, Inc. Deferred Compensation Plan (the “Deferred Compensation Plan”), a nonqualified deferred compensation plan, became e limited to a select group of our management employees. Under the Deferred Compensation Plan, which is an unfunded and unsecured def commissions, pursuant to such rules as may be established by Cisco, up to the maximum percentages for each deferral election as described in t Deferred Compensation Plan. A matching contribution equal to 4.5% of eligible compensation in excess of the Internal Revenue Code limit for Compensation Plan (with a $1.5 million cap on eligible compensation) will be made to eligible participants’ accounts at the end of calendar yea together with deferred compensation plans assumed from acquired companies, was approximately $910 million $1.1 billion and $760 million $910 recorded primarily in other long-term liabilities.

Table of Contents

17. Accumulated Other Comprehensive Income (Loss)

The components of AOCI, net of tax, and the other comprehensive income (loss) are summarized as follows (in millions):

		Net Unrealized Gains (Losses) on Available-for-Sale Investments	Net Unrealized Gains (Losses) Cash Flow Hedging Instruments	Cumulative Translation Adjustment and Actuarial Gains (Losses)	Accumulated Other Comprehensive Income (Loss)		
BALANCE AT JULY 25, 2020		$ 315	$ (6)	$ (828)	$ (519)		
Other comprehensive income (loss) before reclassifications		(141)	20	229	108		
(Gains) losses reclassified out of AOCI		(53)	(14)	3	(64)		
Tax benefit (expense)		61	(1)	(2)	58		
	Net Unrealized Gains (Losses) on Available-for-Sale Investments					Net Unrealized Gains (Losses) on Available-for-Sale Investments	Net Unrealized Hed
BALANCE AT JULY 31, 2021	BALANCE AT JULY 31, 2021	182	(1)	(598)	(417)		
Other comprehensive income (loss) before reclassifications	Other comprehensive income (loss) before reclassifications	(731)	87	(647)	(1,291)		
(Gains) losses reclassified out of AOCI	(Gains) losses reclassified out of AOCI	(9)	(29)	2	(36)		
Tax benefit (expense)	Tax benefit (expense)	179	(13)	(44)	122		
BALANCE AT JULY 30, 2022	**BALANCE AT JULY 30, 2022**	**(379)**	**44**	**(1,287)**	**(1,622)**		
Other comprehensive income (loss) before reclassifications	**Other comprehensive income (loss) before reclassifications**	**(113)**	**29**	**116**	**32**		
(Gains) losses reclassified out of AOCI	**(Gains) losses reclassified out of AOCI**	**21**	**(63)**	**(1)**	**(43)**		
Tax benefit (expense)	**Tax benefit (expense)**	**31**	**8**	**19**	**58**		
BALANCE AT JULY 29, 2023	**BALANCE AT JULY 29, 2023**	**$ (440)**	**$ 18**	**$ (1,153)**	**$ (1,575)**		

Other comprehensive income (loss) before reclassifications

(Gains) losses reclassified out of AOCI

Tax benefit (expense)

BALANCE AT JULY 27, 2024

Table of Contents

18. Income Taxes

(a) Provision for Income Taxes

The provision for income taxes consists of the following (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Federal:	Federal:					
Current	Current	**$3,754**	$2,203	$1,959		
Current						
Current						
Deferred	Deferred	**(1,955)**	(176)	(203)		
		1,799	2,027	1,756		
	1,056					
State:	State:					
Current	Current	**623**	458	513		
Current						
Current						
Deferred	Deferred	**(175)**	(156)	(46)		
		448	302	467		
	399					
Foreign:	Foreign:					
Current	Current	**412**	313	583		
Current						
Current						
Deferred	Deferred	**46**	23	(135)		
		458	336	448		
	459					
Total	Total	**$2,705**	$2,665	$2,671		

Income before provision for income taxes consists of the following (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
United States	United States	**$14,074**	$13,550	$12,335		
International	International	**1,244**	927	927		
Total	Total	**$15,318**	$14,477	$13,262		

The items accounting for the difference between income taxes computed at the federal statutory rate and the provision for income taxes consist of

Years Ended	Years Ended	July 29, 2023	July 30, 2022	July 31, 2021	Years Ended	July 27
Federal statutory rate	Federal statutory rate	**21.0 %**	21.0 %	21.0 %	Federal statutory rate	
Effect of:	Effect of:					
State taxes, net of federal tax benefit						
State taxes, net of federal tax benefit						
State taxes, net of federal tax benefit	State taxes, net of federal tax benefit	**2.4**	1.7	2.7		
Foreign income at other than U.S. rates	Foreign income at other than U.S. rates	**(0.1)**	0.8	1.5		
Tax credits	Tax credits	**(0.3)**	(1.6)	(1.4)		
Foreign-derived intangible income deduction	Foreign-derived intangible income deduction	**(5.8)**	(3.9)	(4.2)		
Stock-based compensation	Stock-based compensation	**1.1**	0.3	0.6		
Other, net	Other, net	**(0.6)**	0.1	(0.1)		
Total	Total	**17.7 %**	18.4 %	20.1 %	Total	

On August 26, 2024, the U.S. Tax Court issued a ruling in *Varian Medical Systems, Inc. v. Commissioner*. The ruling related to the U.S. taxation o
evaluating the potential benefit of this ruling to our provision for income taxes.

During fiscal 2023, we resolved certain items with the Internal Revenue Service (IRS) related to the audit of our federal income tax returns for t
recognized a net benefit to the provision for income taxes of $145 million, which included a reduction of interest expense of $53 million. During fis
tax returns for the fiscal years ended July 26, 2014 through July 30, 2016. As a result of this resolution, we recognized a net benefit to the provisio

Foreign taxes associated with the repatriation of earnings of foreign subsidiaries were not provided on a cumulative total of $6.5 billion of undis
reinvest these

Table of Contents

earnings indefinitely in such foreign subsidiaries. If these earnings were distributed in the form of dividends or otherwise, or if the shares of the r
income and withholding taxes. The amount of potential unrecognized deferred income tax liability related to these earnings is approximately $681 r

Unrecognized Tax Benefits

The aggregate changes in the balance of gross unrecognized tax benefits were as follows (in millions):

Years Ended	Years Ended	July 29, 2023	July 30, 2022	July 31, 2021	Years Ended	July 27, 2024
Beginning balance	Beginning balance	**$3,101**	$3,106	$2,518		
Additions based on tax positions related to the current year	Additions based on tax positions related to the current year	**159**	157	224		

Additions for tax positions of prior years	Additions for tax positions of prior years	**261**	74	618
Reductions for tax positions of prior years	Reductions for tax positions of prior years	**(265)**	(81)	(122)
Settlements	Settlements	**(1,063)**	(69)	(93)
Lapse of statute of limitations	Lapse of statute of limitations	**(56)**	(86)	(39)
Ending balance	Ending balance	**$2,137**	$3,101	$3,106

As a result of resolving certain items related to the resolution of the IRS audit of our federal tax income tax returns for the fiscal years ended July 2
reduced by approximately $1.1 billion. We also reduced the amount of accrued interest by $69 million. billion in fiscal 2023 and $245 million in fisca

As of July 29, 2023 July 27, 2024, $1.7 billion $1.5 billion of the unrecognized tax benefits would affect the effective tax rate if realized. We recog
during fiscal 2024, 2023, 2022, and 2021, 2022, respectively. Our net penalty expense for fiscal 2024, 2023, 2022, and 2021 2022 was not mate
million, and $444 million $486 million as of the end of fiscal 2024, 2023, 2022, and 2021, 2022, respectively. We are no longer subject to U.S. fed
subject to foreign or state income tax audits for returns covering tax years through fiscal 2003 and fiscal 2008, respectively.

We regularly engage in discussions and negotiations with tax authorities regarding tax matters in various jurisdictions. We believe it is reasonal
months. Specific positions that may be resolved include issues involving transfer pricing and various other matters. We estimate that the unrecog
the next 12 months.

(b) Deferred Tax Assets and Liabilities

The following table presents the breakdown for net deferred tax assets (in millions):

		July 29, 2023	July 30, 2022
July 27, 2024			**July 27, 2024**
Deferred tax assets	Deferred tax assets	**$6,576**	$4,449
Deferred tax liabilities	Deferred tax liabilities	**(62)**	(55)
Total net deferred tax assets	Total net deferred tax assets	**$6,514**	$4,394

Table of Contents

The following table presents the components of the deferred tax assets and liabilities (in millions):

		July 29, 2023	July 30, 2022
July 27, 2024			**July 27, 2024**
ASSETS	**ASSETS**		
Allowance for accounts receivable and returns			
Allowance for accounts receivable and returns			
Allowance for accounts receivable and returns	Allowance for accounts receivable and returns	**$ 81**	$ 90

Sales-type and direct-financing leases	Sales-type and direct-financing leases	**22**	29
Inventory write-downs and capitalization	Inventory write-downs and capitalization	**452**	430
Deferred foreign income	Deferred foreign income	**218**	210
IPR&D and purchased intangible assets	IPR&D and purchased intangible assets	**1,082**	1,184
Depreciation	Depreciation	**16**	10
Deferred revenue	Deferred revenue	**1,801**	1,744
Credits and net operating loss carryforwards	Credits and net operating loss carryforwards	**1,218**	1,336
Share-based compensation expense	Share-based compensation expense	**198**	138
Accrued compensation	Accrued compensation	**328**	333
Lease liabilities	Lease liabilities	**246**	248
Capitalized research expenditures	Capitalized research expenditures	**2,042**	149
Other	Other	**484**	439
Gross deferred tax assets	Gross deferred tax assets	**8,188**	6,340
Valuation allowance	Valuation allowance	**(754)**	(834)
Total deferred tax assets	Total deferred tax assets	**7,434**	5,506
LIABILITIES	**LIABILITIES**		
Goodwill and purchased intangible assets	Goodwill and purchased intangible assets	**(602)**	(767)
Unrealized gains on investments		**—**	(26)
Goodwill and purchased intangible assets			
Goodwill and purchased intangible assets			
ROU lease assets	ROU lease assets	**(234)**	(237)
Other	Other	**(84)**	(82)
Total deferred tax liabilities	Total deferred tax liabilities	**(920)**	(1,112)
Total net deferred tax assets	Total net deferred tax assets	**$6,514**	$4,394

The changes in the valuation allowance for deferred tax assets are summarized as follows (in millions):

		July 29, 2023	July 30, 2022	July 31, 2021		
		July 27, 2024			July 27, 2024	July
Balance at beginning of fiscal year	Balance at beginning of fiscal year	$ 834	$771	$700		
Additions	Additions	35	84	91		
Additions from Splunk						
Deductions	Deductions	(18)	(10)	(5)		
Write-offs	Write-offs	(93)	(12)	(16)		
Foreign exchange and other	Foreign exchange and other	(4)	1	1		
Balance at end of fiscal year	Balance at end of fiscal year	$ 754	$834	$771		

As of July 29, 2023 July 27, 2024, our federal, state, and foreign net operating loss carryforwards before valuation allowance for income tax respectively. A significant amount of the net operating loss carryforwards relates to acquisitions and, as a result, is limited in the amount that ca carryforwards will begin to expire in fiscal 2024. 2025. We have provided a valuation allowance of $82 million $86 million and $10 million for deferr to be realized.

As of July 29, 2023 July 27, 2024, our federal, state, and foreign tax credit carryforwards for income tax purposes before valuation allowance respectively. The federal tax credit carryforwards will begin to expire in fiscal 2026. The majority of state and foreign tax credits can be carried forv tax assets related to state and foreign tax credits carryforwards that are not expected to be realized.

Table of Contents

19. Segment Information and Major Customers

(a) Revenue and Gross Margin by Segment

We conduct business globally and are primarily managed on a geographic basis consisting of three segments: the Americas, EMEA, and APJC. receives from our internal management system. Sales are attributed to a segment based on the ordering location of the customer. We do not allo our segments in this internal management system because management does not include the information in our measurement of the performa acquisition-related intangible assets, share-based compensation expense, significant litigation settlements and other contingencies, charges relate segment because management does not include this information in our measurement of the performance of the operating segments.

Summarized financial information by segment for fiscal 2024, 2023, 2022, and 2021, 2022, based on our internal management system and as utiliz

Years Ended	Years Ended	July 29, 2023	July 30, 2022	July 31, 2021	Years Ended	July 27, 2024
Revenue:	Revenue:					
Americas						
Americas						
Americas	Americas	$33,447	$29,814	$29,161		
EMEA	EMEA	15,135	13,715	12,951		
APJC	APJC	8,417	8,027	7,706		
Total	Total	$56,998	$51,557	$49,818		
Gross margin:	Gross margin:					
Americas	Americas	$21,350	$19,117	$19,499		
Americas						
Americas						

EMEA	EMEA	**10,016**	8,969	8,466
APJC	APJC	**5,424**	5,241	4,949
Segment total	Segment total	**36,788**	33,326	32,914
Unallocated corporate items	Unallocated corporate items	**(1,035)**	(1,078)	(1,020)
Total	Total	**$35,753**	$32,248	$31,894

Amounts may not sum due to rounding.

Revenue in the United States was $29.9 28.7 billion, $26.7 billion $29.9 billion, and $26.1 billion $26.7 billion for fiscal 2024, 2023, 2022, and 2021,

(b) Revenue for Groups of Similar Products and Services

We design and sell IP-based networking and other products related to the communications and IT industry and provide services associated with revenue in the following categories: Networking, Security, Collaboration, Observability, and Services and conformed our product revenue for prior y

The following table presents revenue for groups of similar products and services (in millions):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Revenue:	Revenue:					
Secure, Agile Networks		**$29,105**	$23,831	$22,725		
Internet for the Future		**5,306**	5,276	4,511		
Networking						
Networking						
Networking						
Security						
Collaboration	Collaboration	**4,052**	4,472	4,727		
End-to-End Security		**3,859**	3,699	3,382		
Optimized Application Experiences		**811**	729	654		
Other Products		**9**	11	15		
Observability						
Total Product	Total Product	**43,142**	38,018	36,014		
Services	Services	**13,856**	13,539	13,804		
Total	Total	**$56,998**	$51,557	$49,818		

Amounts may not sum due to rounding. We have made certain reclassifications

Table of Contents

(c) Additional Segment Information

No single customer accounted for 10% or more of revenue in fiscal 2024, 2023, 2022, and 2021. 2022.

The majority of our assets as of July 29, 2023 July 27, 2024 and July 30, 2022 July 29, 2023 were attributable to our U.S. operations. Our long-live lived assets, which consists of property and equipment, net and operating lease right-of-use assets information for geographic areas (in millions):

July 27, 2024		**July 29, 2023**	July 30, 2022	July 31, 2021	**July 27, 2024**
Long-lived assets:	Long-lived assets:				
United States					
United States					
United States	United States	**$2,113**	$2,004	$2,189	
International	International	**943**	997	1,244	

Total	Total	**$3,056**	$3,001	$3,433

20. Net Income per Share

The following table presents the calculation of basic and diluted net income per share (in millions, except per-share amounts):

Years Ended	Years Ended	**July 29, 2023**	July 30, 2022	July 31, 2021	Years Ended	**July 27, 2024**
Net income	Net income	**$12,613**	$11,812	$10,591		
Weighted-average shares—basic	Weighted-average shares—basic	**4,093**	4,170	4,222		
Effect of dilutive potential common shares	Effect of dilutive potential common shares	**12**	22	14		
Weighted-average shares—diluted	Weighted-average shares—diluted	**4,105**	4,192	4,236		
Net income per share—basic	Net income per share—basic	**$ 3.08**	$ 2.83	$ 2.51		
Net income per share—diluted	Net income per share—diluted	**$ 3.07**	$ 2.82	$ 2.50		
Antidilutive employee share-based awards, excluded	Antidilutive employee share-based awards, excluded	**86**	70	69		

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosures Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Based on our management's evaluation (with the participation of our principal executive officer and principal financial officer), as of the end of t
concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 19
disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time peri
communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions r

Internal Control over Financial Reporting

Management's report on our internal control over financial reporting and the report of our independent registered public accounting firm on ou
"Management's Report on Internal Control Over Financial Reporting" and on page 55 54 of this report.

There was no change in our internal control over financial reporting during our fourth quarter of fiscal 2023 2024 that has materially affected, or

In accordance with guidance issued by the Securities and Exchange Commission staff, companies are permitted to exclude acquisitions from
from the date of the acquisition. Management's assessment of the effectiveness of our internal control over financial reporting as of July 27, 2024
included the financial results of Splunk in our Consolidated Financial Statements since the date of acquisition. Total assets and total revenues o
consolidated revenue as of and for the year ended July 27, 2024.

Item 9B. Other Information

Rule 10b5-1 Trading Arrangements

On June 13, 2023, Jeff Sharritts, Cisco's Executive Vice President and Chief Customer and Partner Officer, adopted a trading plan intend
directors or officers (as defined in Rule 10b5-1(c) under 16a-1(f) of the Exchange Act. Mr. Sharritts' trading plan provides for the sale of 146,825
target), plus any related dividend-equivalent shares earned with respect to such shares and excluding, as applicable, any shares withheld to satis
awards. Mr. Sharritts' adoption or termination of a "Rule 10b5-1 trading plan is scheduled to terminate on June 21, 2024, subject to early tern
arrangement," each as defined in Item 408 of Regulation S-K.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

We have adopted a code of ethics that applies to our principal executive officer and all members of our finance department, including the p
"Financial Officer Code of Ethics" link in the Corporate Governance section of Cisco's Investor Relations website at investor.cisco.com. We intenc
this code of ethics by posting such information on that website or in a report on Form 8-K.

Insider Trading Arrangements and Policies

We are committed to promoting high standards of ethical business conduct and compliance with applicable laws, rules and regulations. As p
securities by our directors, employees, contractors, consultants and other personnel providing services to Cisco, as well as by Cisco itself, tha
regulations and The Nasdaq Stock Market listing standards. The foregoing summary of the Insider Trading Policy does not purport to be complet
hereto as Exhibit 19.1.

The additional information required by this item is included in our Proxy Statement related to the 2023 2024 Annual Meeting of Stockholde
Statement") and is incorporated herein by reference.

Item 11. Executive Compensation

The information required by this item is included in our Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item is included in our Proxy Statement and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item is included in our Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information required by this item is included in our Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) 1. Financial Statements

See the "Index to Consolidated Financial Statements" on page 54 53 of this report.

2. Financial Statement Schedule

All financial statement schedules have been omitted, since the required information is not applicable or is shown in the fina

3. Exhibits

See the "Index to Exhibits" beginning on page 102 106 of this report.

Exhibit Number	Exhibit Description	Form
3.1	Amended and Restated Certificate of Incorporation of Cisco Systems, Inc., as currently in effect	8-K12B
3.2	Amended and Restated Bylaws of Cisco Systems, Inc., as currently in effect	8-K
4.1	Indenture, dated February 17, 2009, between Cisco Systems, Inc. and the Bank of New York Mellon Trust Company, N.A., as trustee	8-K
4.2	Indenture, dated November 17, 2009, between Cisco Systems, Inc. and the Bank of New York Mellon Trust Company, N.A., as trustee	8-K
4.3	Indenture, dated March 3, 2014, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee	8-K
4.4	First Supplemental Indenture, dated January 25, 2021 to the Indenture, dated February 17, 2009, between Cisco Systems, Inc. and the Bank of New York Mellon Trust Company, N.A., as trustee	10-Q
4.5	First Supplemental Indenture, dated January 25, 2021 to the Indenture, dated November 17, 2009, between Cisco Systems, Inc. and the Bank of New York Mellon Trust Company, N.A., as trustee	10-Q
4.6	First Supplemental Indenture, dated January 25, 2021 to the Indenture, dated March 3, 2014, between the Company and The Bank of New York Mellon Trust Company	10-Q
4.7	Forms of Global Note for the registrant's 5.90% Senior Notes due 2039	8-K
4.8	Forms of Global Note for the registrant's 4.45% Senior Notes due 2020 and 5.50% Senior Notes due 2040	8-K
4.9	Form of Officer's Certificate setting forth the terms of the Fixed and Floating Rate Notes issued in March 2014	8-K
4.10	Form of Officer's Certificate setting forth the terms of the Fixed and Floating Notes issued in June 2015	8-K
4.11	Form of Officer's Certificate setting forth the terms of the Fixed and Floating Notes issued in February 2016	8-K
4.12	Form of Officer's Certificate setting forth the terms of the Fixed and Floating Notes issued in September 2016	8-K
4.13	Description of Registrant's Securities	10-K
10.1*	Cisco Systems, Inc. 2005 Stock Incentive Plan (including related form agreements)	
10.2*	Cisco Systems, Inc. Employee Stock Purchase Plan	10-Q
10.3*	Cisco Systems, Inc. Deferred Compensation Plan, as amended	10-Q
10.4*	Cisco Systems, Inc. Executive Incentive Plan	8-K
10.5*	Form of Indemnity Agreement	8-K12B

Exhibit Number	Exhibit Description	Form
2.1	Agreement and Plan of Merger, dated as of September 20, 2023, by and among Cisco Systems, Inc., Spirit Merger Corp. and Splunk Inc.	8-K
3.1	Amended and Restated Certificate of Incorporation of Cisco Systems, Inc., as currently in effect	8-K12B
3.2	Amended and Restated Bylaws of Cisco Systems, Inc., as currently in effect	8-K
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4.5	First Supplemental Indenture, dated January 25, 2021 to the Indenture, dated November 17, 2009, between Cisco Systems, Inc. and the Bank of New York Mellon Trust Company, N.A., as trustee	10-Q

Exhibit Number	Exhibit Description	Form
4.6	First Supplemental Indenture, dated January 25, 2021 to the Indenture, dated March 3, 2014, between the Company and The Bank of New York Mellon Trust Company	10-Q
4.7	Indenture, dated as of February 26, 2024, between Cisco Systems, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee	8-K
4.8	First Supplemental Indenture, dated as of February 26, 2024, between Cisco Systems, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee, for 4.900% Senior Notes due 2026, 4.800% Senior Notes due 2027, 4.850% Senior Notes due 2029, 4.950% Senior Notes due 2031, 5.050% Senior Notes due 2034, 5.300% Senior Notes due 2054 and 5.350% Senior Notes due 2064	8-K
4.9	Forms of Global Note for the registrant's 5.90% Senior Notes due 2039	8-K
4.10	Forms of Global Note for the registrant's 4.45% Senior Notes due 2020 and 5.50% Senior Notes due 2040	8-K
4.11	Form of Officer's Certificate setting forth the terms of the Fixed and Floating Notes issued in June 2015	8-K
4.12	Form of Officer's Certificate setting forth the terms of the Fixed and Floating Notes issued in February 2016	8-K
4.13	Form of Officer's Certificate setting forth the terms of the Fixed and Floating Notes issued in September 2016	8-K
4.14	Description of Registrant's Securities	10-K
10.1*	Cisco Systems, Inc. 2005 Stock Incentive Plan (including related form agreements)	
10.2*	Cisco Systems, Inc. Employee Stock Purchase Plan	10-Q

Exhibit Number	Exhibit Description	Form
10.6	First Amendment to Second Amended and Restated Credit Agreement, dated as of April 18, 2023, by and among Cisco Systems, Inc., certain lenders party thereto, and Bank of America, N.A., as administration agent, swing line lender, and L/C issuer	10-Q
10.7	Commercial Paper Issuing and Paying Agent Agreement, dated September 29, 2022, by and between Cisco Systems, Inc. and Citibank, N.A.	8-K
10.8	Form of Amendment to Commercial Paper Dealer Agreement	8-K
10.9*	Letter Agreement by and between Cisco Systems, Inc. and Dev Stahlkopf	10-Q
21.1	Subsidiaries of the Registrant	
23.1	Consent of Independent Registered Public Accounting Firm	
24.1	Power of Attorney (included on page 104 of this Annual Report on Form 10-K)	
31.1	Rule 13a–14(a)/15d–14(a) Certification of Principal Executive Officer	
31.2	Rule 13a–14(a)/15d–14(a) Certification of Principal Financial Officer	
32.1	Section 1350 Certification of Principal Executive Officer	
32.2	Section 1350 Certification of Principal Financial Officer	
101.INS	Inline XBRL Instance Document	
101.SCH	Inline XBRL Taxonomy Extension Schema Document	
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	
104	Cover Page Interactive Data File (Embedded within the Inline XBRL document and included in Exhibit 101)	

Exhibit Number	Exhibit Description	Form
10.3*	Cisco Systems, Inc. Deferred Compensation Plan, as amended	10-Q
10.4*	Cisco Systems, Inc. Executive Incentive Plan	8-K
10.5*	Form of Indemnity Agreement	8-K12B
10.6†	Third Amended and Restated Credit Agreement, dated as of February 2, 2024, by and among Cisco Systems, Inc., certain lenders party thereto, and Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer	8-K
10.7*	Letter Agreement, dated May 15, 2024, between Cisco and Gary Steele	8-K
10.8*	Separation Agreement and General Release, by and between Cisco Systems, Inc. and Maria Martinez	10-Q
10.9*	Separation Agreement and General Release, by and between Cisco Systems, Inc. and Jeff Sharritts	8-K
19.1	Insider Trading Policy	
21.1	Subsidiaries of the Registrant	
23.1	Consent of Independent Registered Public Accounting Firm	
24.1	Power of Attorney (included on page 108 of this Annual Report on Form 10-K)	
31.1	Rule 13a–14(a)/15d–14(a) Certification of Principal Executive Officer	
31.2	Rule 13a–14(a)/15d–14(a) Certification of Principal Financial Officer	
32.1	Section 1350 Certification of Principal Executive Officer	
32.2	Section 1350 Certification of Principal Financial Officer	
97.1	Compensation Recovery Policy	
101.INS	Inline XBRL Instance Document	
101.SCH	Inline XBRL Taxonomy Extension Schema Document	
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	
104	Cover Page Interactive Data File (Embedded within the Inline XBRL document and included in Exhibit 101)	

† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). C request.

* Indicates a management contract or compensatory plan or arrangement.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report on Fo

September 7, 2023 5, 2024

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Charles H. R substitution, for such person, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the sam Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing req might do or could do in person hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or his substitute, may do or cause

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report on Form 10-K has been signed below by the following pers

Signature	Title
/S/ CHARLES H. ROBBINS **Charles H. Robbins**	Chair and Chief Executive (Principal Executive Offi
/S/ R. SCOTT HERREN **R. Scott Herren**	Executive Vice President and Chief (Principal Financial Offi
/S/ M. VICTORIA WONG **M. Victoria Wong**	Senior Vice President and Chief Ac (Principal Accounting Of

Signature	Title
/S/ M. MICHELE BURNS **M. Michele Burns**	Director
/S/ WESLEY G. BUSH **Wesley G. Bush**	Director
/S/ MICHAEL D. CAPELLAS **Michael D. Capellas**	Lead Independent Dire
/S/MARK GARRETT **Mark Garrett**	Director
/S/ JOHN D. HARRIS II **John D. Harris II**	Director
/S/KRISTINA M. JOHNSON **Dr. Kristina M. Johnson**	Director
/S/ RODERICK C. MCGEARY **Roderick C. McGeary**	Director
/S/ SARAH RAE MURPHY **Sarah Rae Murphy**	Director
/S/ L DISA ANIEL T H. SU CHULMAN **Dr. Lisa T. Su Daniel H. Schulman**	Director
/S/ EKTA SINGH-BUSHELL **Ekta Singh-Bushell**	Director
/S/ MARIANNATESSEL **Marianna Tessel**	Director

CISCO SYSTEMS, INC.
2005 STOCK INCENTIVE PLAN
AS AMENDED AND RESTATED
(Effective as of January 25, 2021 December 6, 202

SECTION 1. INTRODUCTION.

The Company's shareholders stockholders approved the Cisco Systems, Inc. 2005 Stock Incentive Plan, as amended and restated and eff

The purpose of the Plan is to promote the long-term success of the Company and the creation of shareholder stockholder value by offering interest in the Company.

The Plan seeks to achieve this purpose by providing for discretionary long-term incentive Awards in the form of Options (which may constit Grants, and Stock Units.

The Plan shall be governed by, and construed in accordance with, the laws of the State of California (except its choice-of-law provisions).

Capitalized terms shall have the meaning provided in Section 2 unless otherwise provided in this Plan or any related Stock Option Agreem

SECTION 2. DEFINITIONS.

(a) "Affiliate" means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of suc

(b) "Award" means any award of an Option, SAR, Stock Grant or Stock Unit under the Plan.

(c) "Board" means the Board of Directors of the Company, as constituted from time to time.

(d) "Cashless Exercise" means, to the extent that a Stock Option Agreement so provides and as permitted by applicable law, a progra prescribed by the Committee) of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds necessary to satisfy the Company's withholding obligations at the minimum statutory withholding rates, including, but not limited to, U.S. fe

(e) "Cause" means, except as may otherwise be provided in a Participant's employment agreement or Award agreement, a conviction crime, or a Participant's misconduct, fraud or dishonesty (as such terms are defined by the Committee in its sole discretion), or any unauth by the Committee, and the Committee's determination shall be conclusive and binding.

(f) "Change In Control" except as may otherwise be provided in a Participant's employment agreement or Award agreement, means tl

(i) A change in the composition of the Board over a period of thirty-six consecutive months or less such that a majorit membership, to be comprised of individuals who either (A) have been Board members continuously since the beginning of such pe at least a majority of the Board members described in clause (A) who were still in office at the time the Board approved such electi

(ii) The acquisition, directly or indirectly, by any person or related group of persons (other than the Company or a pers Company) of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company repres

voting power of the Company's then outstanding securities pursuant to a tender or exchange offer made directly to the Company's accept.

(g) "Code" means the Internal Revenue Code of 1986, as amended, and the regulations and interpretations promulgated thereunder.

(h) "Committee" means a committee described in Section 3.

(i) "Common Stock" means the Company's common stock.

(j) "Company" means Cisco Systems, Inc., a Delaware corporation.

(k) "Consultant" means an individual who performs bona fide services to the Company, a Parent, a Subsidiary or an Affiliate, other tha

(l) "Corporate Transaction" except as may otherwise be provided in a Participant's employment agreement or Award agreement, mea

(i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate entity's securities outstanding immediately after such merger, consolidation or other reorganization is owned by persons who were other reorganization; or

(ii) The sale, transfer or other disposition of all or substantially all of the Company's assets.

A transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company's incorporation or to cre who held the Company's securities immediately before such transactions.

(m) "Director" means a member of the Board who is also an Employee.

(n) "Disability" means that the Key Employee is classified as disabled under a long-term disability policy of the Company or, if no such reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can b

(o) "Employee" means an individual who is a common-law employee of the Company, a Parent, a Subsidiary or an Affiliate.

(p) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(q) “Exercise Price” means, in the case of an Option, the amount for which a Share may be purchased upon exercise of such Option, a means an amount, as specified in the applicable SAR Agreement, which is subtracted from the Fair Market Value in determining the amou

(r) “Fair Market Value” means the market price of a Share as determined in good faith by the Committee. The Fair Market Value shall

(i) If the Shares were traded over-the-counter or listed with NASDAQ Nasdaq on the date in question, then the Fair Market Value shall date in question or (ii) if the Common Stock is listed on the New York Stock Exchange or the American Stock Exchange on the date in such price is officially quoted in the composite tape of transactions on the exchange determined by the Committee to be the primary m is no such reported price for the Common Stock for the date in question under (i) or (ii), then such price on the last preceding date for v

If neither (i) or (ii) are applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems

Whenever possible, the determination of Fair Market Value by the Committee shall be based on the prices reported in the Western Edition persons.

(s) “Fiscal Year” means the Company’s fiscal year.

(t) “Grant” means any grant of an Award under the Plan.

(u) “Incentive Stock Option” or “ISO” means an incentive stock option described in Code Section 422.

(v) “Key Employee” means an Employee, Director, Non-Employee Director or Consultant who has been selected by the Committee to

(w) “Non-Employee Director” means a member of the Board who is not an Employee.

(x) “Nonstatutory Stock Option” or “NSO” means a stock option that is not an ISO.

(y) “Option” means an ISO or NSO granted under the Plan entitling the Optionee to purchase Shares.

(z) “Optionee” means an individual, estate or other entity that holds an Option.

(aa) “Parent” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parer date.

(bb) “Participant” means an individual or estate or other entity that holds an Award.

(cc) “Performance Goal” means an objective formula or standard determined by the Committee with respect to each Performance Period permitted and pre-established by the Committee: (i) operating income, operating cash flow and operating expense; (ii) earnings before inte (vi) sales; (vii) revenue; (viii) profits before interest and taxes; (ix) expenses; (x) cost of goods sold; (xi) profit/loss or profit margin; (xii) work added; (xvi) stock price; (xvii) price/earnings ratio; (xviii) debt or debt-to-equity; (xix) accounts receivable; (xx) writeoffs; (xxi) cash; (xxii) as development; (xxvii) regulatory activity; (xxviii) manufacturing, production or inventory; (xxix) mergers and acquisitions or divestitures; (xxx) any other performance factor selected by the Committee, each with respect to the Company and/or one or more of its affiliates or operating

(dd) “Performance Period” means any period not exceeding 36 months as determined by the Committee, in its sole discretion. The Comr may establish concurrent or overlapping Performance Periods.

(ee) “Plan” means this Cisco Systems, Inc. 2005 Stock Incentive Plan as amended and restated, and as it may be further amended from

(ff) “Previous Plan Award” means any award of an Option, SAR, Stock Grant or Stock Unit under the Cisco Systems, Inc. 1996 Stock Inc Systems, Inc. WebEx Acquisition Long-Term Incentive Plan.

(gg) “Re-Price” means that the Company has (i) lowered or reduced the Exercise Price of outstanding Options and/or outstanding SARs other means, (ii) repurchased for cash outstanding Options and/or outstanding SARs when the Exercise Price is greater than the Fair Mark generally accepted accounting principles.

(hh) “SAR Agreement” means the agreement described in Section 8 evidencing each Award of a Stock Appreciation Right.

(ii) “SEC” means the Securities and Exchange Commission.

(jj) “Section 16 Persons” means those officers, directors or other persons who are subject to Section 16 of the Exchange Act.

(kk) “Securities Act” means the Securities Act of 1933, as amended.

(ll) “Service” means service as an Employee, Director, Non-Employee Director or Consultant. A Participant’s Service does not terminate v determining whether an Option is entitled to continuing ISO status, a common-law employee’s Service will be treated as terminating ninety work is guaranteed by law or by a contract. Service terminates in any event when the approved leave ends, unless such Employee immedi when Service terminates for all purposes under the Plan. Further, unless otherwise determined by the Committee, a Participant’s Service s Participant provides service to the Company, a Parent, Subsidiary or Affiliate, or a transfer between entities (the Company or any Parent, S

(mm) “Share” means one share of Common Stock.

(nn) “Stock Appreciation Right” or “SAR” means a stock appreciation right awarded under the Plan.

(oo) “Stock Grant” means Shares awarded under the Plan.

(pp) “Stock Grant Agreement” means the agreement described in Section 9 evidencing each Award of a Stock Grant.

(qq) “Stock Option Agreement” means the agreement described in Section 6 evidencing each Award of an Option.

(rr) “Stock Unit” means a bookkeeping entry representing the equivalent of one Share, as awarded under the Plan.

(ss) "Stock Unit Agreement" means the agreement described in Section 10 evidencing each Award of a Stock Unit.

(tt) "Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if ea possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corpora considered a Subsidiary commencing as of such date.

(uu) "10-Percent Shareholder" Stockholder" means an individual who owns more than 10% of the total combined voting power of all class ownership, the attribution rules of Section 424(d) of the Code shall be applied.

SECTION 3. ADMINISTRATION.

(a) Committee Composition. The Board or a Committee appointed by the Board shall administer the Plan. Unless the Board provides Committee. Members of the Committee shall serve for such period of time as the Board may determine and shall be subject to removal by and reassume all powers and authority previously delegated to the Committee.

The Committee shall have membership composition which enables Awards to Section 16 Persons to qualify as exempt from liability under

The Board may also appoint one or more separate committees of the Board, each composed of two or more directors of the Company who who are not Section 16 Persons, may grant Awards under the Plan to such Key Employees and may determine all terms of such Awards.

Notwithstanding the foregoing, the Board shall constitute the Committee and shall administer the Plan with respect to Non-Employee Direc terms of such Awards.

(b) Authority of the Committee. Subject to the provisions of the Plan, the Committee shall have full authority and sole discretion to take shall include:

(i) selecting Key Employees who are to receive Awards under the Plan;

(ii) determining the type, number, vesting requirements and other features and conditions of such Awards and amending such

(iii) correcting any defect, supplying any omission, or reconciling any inconsistency in the Plan or any Award agreement;

(iv) accelerating the vesting, or extending the post-termination exercise term, of Awards at any time and under such terms and

(v) interpreting the Plan;

(vi) making all other decisions relating to the operation of the Plan; and

(vii) adopting such plans or subplans as may be deemed necessary or appropriate to provide for the participation by Key Emplo and/or subplans shall be attached hereto as Appendices.

The Committee may adopt such rules or guidelines as it deems appropriate to implement the Plan. The Committee's determinations under

(c) Indemnification. To the maximum extent permitted by applicable law, each member of the Committee, or of the Board, shall be inde expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proc any action taken or failure to act under the Plan or any Stock Option Agreement, SAR Agreement, Stock Grant Agreement or Stock Unit Ag Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit, or proceeding against him or her, defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall under the Company's Articles of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any power that the Compa

SECTION 4. GENERAL.

(a) General Eligibility. Only Employees, Directors, Non-Employee Directors and Consultants shall be eligible for designation as Key Em

(b) Incentive Stock Options. Only Key Employees who are common-law employees of the Company, a Parent or a Subsidiary shall be Shareholder Stockholder shall not be eligible for the grant of an ISO unless the requirements set forth in Section 422(c)(5) of the Code are

(c) Restrictions on Shares. Any Shares issued pursuant to an Award shall be subject to such rights of repurchase, rights of first refusa restrictions shall apply in addition to any restrictions that may apply to holders of Shares generally and shall also comply to the extent nece under this Plan.

(d) Beneficiaries. Unless stated otherwise in an Award agreement, a Participant may designate one or more beneficiaries with respect may be changed by filing the prescribed form with the Company at any time before the Participant's death. If no beneficiary was designated vested Award(s) shall be transferred or distributed to the Participant's estate.

(e) Performance Conditions. The Committee may, in its discretion, include Performance Goals in an Award or grant an Award upon th

(f) No Rights as a Shareholder. Stockholder. A Participant, or a transferee of a Participant, shall have no rights as a shareholder stock of the terms and conditions to receive such Common Stock, has satisfied any applicable withholding or tax obligations relating to the Award Company or a duly authorized transfer agent of the Company).

(g) Termination of Service. Unless the applicable Award agreement or, with respect to Participants who reside in the U.S., the applicab exercisability and term of outstanding Awards held by a Participant in the event of termination of such Participant's Service (in all cases sul any reason, all unvested portions of any outstanding Awards shall be immediately forfeited without consideration and the vested portions o

termination; (ii) if the Service of a Participant is terminated for Cause, then all unexercised Options and SARs, unvested portions of Stock U
consideration; (iii) if the Service of a Participant is terminated for any reason other than for Cause, death, or Disability, then the vested port
his or her personal representative within three months after the date of such termination; or (iv) if the Service of a Participant is terminated
may be exercised within eighteen months after the date of termination of Service.

(h) Director Fees. Each Non-Employee Director may elect to receive a Stock Grant or Stock Unit under the Plan in lieu of payment of a
on any committee of the Board, or other cash fees based on the Fair Market Value of the Shares on the date any such retainers or cash fe
specified by the Company (up to a limit of 100% of the Non-Employee Director's retainers or cash fees). The election must be made prior t
continuous period designated by the Board. Any amount of the retainers or cash fees that is not elected to be received as a Stock Grant or
procedures. Shares granted under this Section 4(h) shall otherwise be subject to the terms of the Plan applicable to Non-Employee Directo

(i) Dividends and Dividend Equivalents. No dividends may be paid to a Participant with respect to an Award prior to the vesting of suc
to accrue on behalf of a Participant as of each dividend payment date during the period between the date the Award is granted and the dat
Shares at the same time and in all events subject to the same restrictions and risk of forfeiture to the same extent as the Award with respe
and unless the underlying Award vests. For the avoidance of doubt, no dividend or dividend equivalent rights shall be granted with respect

SECTION 5. SHARES SUBJECT TO PLAN AND SHARE LIMITS.

(a) Basic Limitations. The stock issuable under the Plan shall be authorized but unissued Shares. The aggregate number of Shares re
adjustment pursuant to Section 11. Shares issued as Stock Grants, pursuant to Stock Units or pursuant to the settlement of dividend equiv
1 Share issued in connection with the Award or dividend equivalent.

(b) Additional Shares. If Awards are forfeited or are terminated for any other reason before being exercised or settled, then the Shares
Shares available for issuance under the Plan in respect thereof at the time of Grant, shall again become available for Awards under the Pla
exercised or settled, then the Shares underlying such Previous Plan Award shall again become available for Awards under this Plan. SARs
regardless of the number of Shares issued upon settlement of the SARs. In the event that withholding tax liabilities arising from an Award o
Shares so withheld, plus the number of additional Shares, if any, that counted against Shares available for issuance under the Plan in resp
event that withholding tax liabilities arising from an Option or SAR are satisfied by the withholding of Shares by the Company, then the Sha
Shares that are exchanged by a Participant or withheld by the Company as full or partial payment in connection with the exercise or settlem
Shares repurchased on the open market with the proceeds of an Option exercise shall not again be made available for issuance under the

(c) Dividend Equivalents. Any dividend equivalents settled in Shares under the Plan shall be applied against the number of Shares av

(d) Share Limits.

(i) **Limits on Options**. Subject to adjustment pursuant to Section 11, no Key Employee shall receive Options to purchase Sh
number of Shares that may be issued in connection with ISOs shall be 789,975,000 870,550,000 Shares.

(ii) **Limits on SARs**. Subject to adjustment pursuant to Section 11, no Key Employee shall receive Awards of SARs during an
Shares that may be issued in connection with SARs shall be 789,975,000 870,550,000 Shares.

(iii) **Limits on Stock Grants and Stock Units**. Subject to adjustment pursuant to Section 11, no Key Employee shall receive S
5,000,000 Shares.

(iv) **Limits on Awards to Non-Employee Directors**. Notwithstanding any other provision of the Plan to the contrary, the maxi
services on the Board, taken together with any cash fees paid by the Company to such Non-Employee Director during such Fiscal Year for
such Awards based on the grant date fair value of such Awards under applicable financial accounting standards), including for this purpose
regular annual retainer, additional retainer paid in connection with service on any committee of the Board, or other cash fees (such as Awa
Awards granted or compensation paid to a Non-Employee Director for services as an Employee or Consultant nor any amounts paid to a N
limitation.

SECTION 6. TERMS AND CONDITIONS OF OPTIONS.

(a) Stock Option Agreement. Each Grant of an Option under the Plan shall be evidenced and governed exclusively by a Stock Option
applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan an
without limitation any performance conditions). The provisions of the various Stock Option Agreements entered into under the Plan need n
NSO.

(b) Number of Shares. Each Stock Option Agreement shall specify the number of Shares that are subject to the Option and shall be su

(c) Exercise Price. An Option's Exercise Price shall be established by the Committee and set forth in a Stock Option Agreement. The
grants to 10-Percent Shareholders) Stockholders) on the date of Grant.

(d) Exercisability and Term. Each Stock Option Agreement shall specify the date when all or any installment of the Option is to becom
that the term of an Option shall in no event exceed ten years from the date of Grant. Unless the applicable Stock Option Agreement provid
subject to the Option upon completion of one year of Service measured from the vesting commencement date, the balance of the Shares s
completion of each month of Service thereafter, and the term of the Option shall be ten years from the date of Grant. A Stock Option Agree
other events. Notwithstanding any other provision of the Plan, no Option can be exercised after the expiration date provided in the applicab
Option will automatically be granted.

(e) Modifications or Assumption of Options. Within the limitations of the Plan, the Committee may modify, extend or assume outstandi Company or by another issuer) in return for the grant of new Options for the same or a different number of Shares, at the same or a differe preceding sentence or anything to the contrary herein, the Committee may not Re-Price outstanding Options unless there is approval by th to comply with any applicable law, regulation or rule, such modification of an Option shall not, without the consent of the Optionee, impair h

(f) Assignment or Transfer of Options. Except as otherwise provided in the applicable Stock Option Agreement and then only to the ex will or by the laws of descent and distribution. For the avoidance of doubt, in no event may an Option be transferred for value and any Opti subject to the same terms and conditions as were applicable to the Option immediately before the transfer. Except as otherwise provided i Optionee only by the Optionee or by the guardian or legal representative of the Optionee. No Option or interest therein may be assigned, p otherwise, or be made subject to execution, attachment or similar process.

SECTION 7. PAYMENT FOR OPTION SHARES.

The entire Exercise Price of Shares issued upon exercise of Options shall be payable in cash at the time when such Shares are purchased

(i) Surrender of Stock. Payment for all or any part of the Exercise Price or Options may be made with Shares which have alre that Shares tendered for payment be previously held by the Optionee for a minimum duration. Such Shares shall be valued at their Fair Ma

(ii) Cashless Exercise. Payment for all or any part of the Exercise Price may be made through Cashless Exercise at the Comn

(iii) Other Forms of Payment. Payment for all or any part of the Exercise Price may be made in any other form that is consister

In the case of an ISO granted under the Plan, payment shall be made only pursuant to the express provisions of the applicable Stock Optic form(s) described in this

Section 7. In the case of an NSO granted under the Plan, the Committee may, in its discretion at any time, accept payment in any form(s) c

SECTION 8. TERMS AND CONDITIONS OF STOCK APPRECIATION RIGHTS.

(a) SAR Agreement. Each Grant of a SAR under the Plan shall be evidenced and governed exclusively by a SAR Agreement betweer conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan and that the Committee performance conditions). A SAR Agreement may provide for a maximum limit on the amount of any payout notwithstanding the Fair Marke entered into under the Plan need not be identical. SARs may be granted in consideration of a reduction in the Participant's compensation.

(b) Number of Shares. Each SAR Agreement shall specify the number of Shares to which the SAR pertains and shall be subject to ad

(c) Exercise Price. Each SAR Agreement shall specify the Exercise Price which shall be established by the Committee. The Exercise

(d) Exercisability and Term. Each SAR Agreement shall specify the date when all or any installment of the SAR is to become exercisal from the date of Grant. Unless the applicable SAR Agreement provides otherwise, each SAR shall vest and become exercisable with respe from the vesting commencement date, the balance of the Shares subject to the SAR shall vest and become exercisable in forty-eight equa be ten years from the date of Grant. A SAR Agreement may provide for accelerated vesting in the event of the Participant's death, Disabilit an Award shall provide that the SARs will not be exercisable unless the related Options or Stock Grants are forfeited. A SAR may be incluc any subsequent time, but not later

than six months before the expiration of such NSO. No SAR may provide that, upon exercise of the SAR, a new SAR will automatically be

(e) Exercise of SARs. If, on the date when a SAR expires, the Exercise Price under such SAR is less than the Fair Market Value on su shall automatically be deemed to be exercised as of such date with respect to such portion. Upon exercise of a SAR, the Participant (or an cash or (iii) any combination of Shares and cash, as the Committee shall determine at the time of Grant of the SAR, in its sole discretion. T in the aggregate, be equal to the amount by which the Fair Market Value (on the date of exercise) of the Shares subject to the SARs excee

(f) Modification or Assumption of SARs. Within the limitations of the Plan, the Committee may modify, extend or assume outstanding s (including stock appreciation rights granted by another issuer) in return for the grant of new SARs for the same or a different number of Sh Notwithstanding the preceding sentence or anything to the contrary herein, the Committee may not Re-Price outstanding SARs unless ther or desirable to comply with any applicable law, regulation or rule, such modification of a SAR shall not, without the consent of the Participa

(g) Assignment or Transfer of SARs. Except as otherwise provided in the applicable SAR Agreement and then only to the extent perm laws of descent and distribution. For the avoidance of doubt, in no event may a SAR be transferred for value and any SAR transferred in a and conditions as were applicable to the SAR immediately before the transfer. Except as otherwise provided in the applicable SAR Agreem the guardian or legal representative of the Participant. No SAR or interest therein may be assigned, pledged or hypothecated by the Partic execution, attachment or similar process.

SECTION 9. TERMS AND CONDITIONS FOR STOCK GRANTS.

(a) Amount and Form of Awards. Awards under this Section 9 may be granted in the form of a Stock Grant. Each Stock Grant Agreem adjustment of such number in accordance with Section 11. A Stock Grant may also be awarded in combination with NSOs, and such an Av exercised.

(b) Stock Grant Agreement. Each Stock Grant awarded under the Plan shall be evidenced and governed exclusively by a Stock Grant applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan ar (including without limitation any performance conditions). The provisions of the various Stock Grant Agreements entered into under the Pla

(c) Payment for Stock Grants. Stock Grants may be issued with or without cash consideration or any other form of legally permissible

(d) Vesting Conditions. Each Stock Grant may or may not be subject to vesting. Any such vesting provision may provide that Shares s performance conditions specified in the Stock Grant Agreement which may include Performance Goals pursuant to Section 4(e). Unless th to 20% of the Shares subject to the Stock Grant upon completion of each year of Service on each of the first through fifth annual anniversa vesting in the event of the Participant's death, Disability, or other events.

(e) Assignment or Transfer of Stock Grants. Except as provided in the applicable Stock Grant Agreement, and then only to the extent assigned, attached, garnished, optioned, transferred or made subject to any creditor's process,

whether voluntarily, involuntarily or by operation of law. Any act in violation of this Section 9(e) shall be void. However, this Section 9(e) sha outstanding Stock Grant Awards in the event of the Participant's death, nor shall it preclude a transfer of vested Stock Grant Awards by wil

(f) Voting and Dividend Rights. Subject to Section 4(i), the holder of a Stock Grant awarded under the Plan shall have the same voting case of any unvested Shares that are subject to the Stock Grant, the holder shall not be entitled to any dividends and other distributions pa the foregoing, at the Committee's discretion, the holder of unvested Shares may be credited with such dividends and other distributions, pr only if, when and to the extent such Shares vest. The value of dividends and other distributions payable or distributable with respect to any the right to receive dividends and other distributions, the holders of unvested Shares shall have the same voting rights and other rights as t

(g) Modification or Assumption of Stock Grants. Within the limitations of the Plan, the Committee may modify or assume outstanding s by another issuer) in return for the grant of new Stock Grants for the same or a different number of Shares and with the same or different v Committee may not modify an outstanding Stock Grant such that the modification shall, without the consent of the Participant, impair his or desirable to comply with any applicable law, regulation or rule.

SECTION 10. TERMS AND CONDITIONS OF STOCK UNITS.

(a) Stock Unit Agreement. Each grant of Stock Units under the Plan shall be evidenced and governed exclusively by a Stock Unit Agre applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan ar (including without limitation any performance conditions). The provisions of the various Stock Unit Agreements entered into under the Plan Participant's other compensation.

(b) Number of Shares. Each Stock Unit Agreement shall specify the number of Shares to which the Stock Unit Grant pertains and sha

(c) Payment for Stock Units. Stock Units shall be issued without consideration.

(d) Vesting Conditions. Each Award of Stock Units may or may not be subject to vesting. Any such vesting provision may provide that satisfaction of performance conditions specified in the Stock Unit Agreement which may include Performance Goals pursuant to Section 4(with respect to 20% of the Shares subject to the Stock Unit upon completion of each year of Service on each of the first through fifth annua accelerated vesting in the event of the Participant's death, Disability, or other events.

(e) Voting and Dividend Rights. The holders of Stock Units shall have no voting rights. Prior to settlement or forfeiture, any Stock Unit it a right to dividend equivalents. Such right entitles the holder to be credited with an amount equal to all dividends and other distributions (Dividend equivalents may be converted into additional Stock Units. Settlement of dividend equivalents may be made in the form of cash, in prior to settlement of the Stock Unit to which the dividend equivalents pertain. Prior to distribution, any dividend equivalents shall be subjec the Stock Units to which they attach. The value of dividend equivalents payable or distributable with respect to Stock Units that do not vest

(f) Form and Time of Settlement of Stock Units. Settlement of vested Stock Units may be made in the form of (a) cash, (b) Shares or (Units, in its sole discretion. Methods of converting Stock Units into cash may include (without limitation) a method based on the average Fa lump sum or in installments. The distribution may occur or commence when the vesting conditions applicable to the Stock Units have been date. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until an Award of Stock Units

(g) Creditors' Rights. A holder of Stock Units shall have no rights other than those of a general creditor of the Company. Stock Units re conditions of the applicable Stock Unit Agreement.

(h) Modification or Assumption of Stock Units. Within the limitations of the Plan, the Committee may modify or assume outstanding sto by another issuer) in return for the grant of new Stock Units for the same or a different number of Shares and with the same or different ves Committee may not modify an outstanding Stock Unit such that the modification shall, without the consent of the Participant, impair his or h to comply with any applicable law, regulation or rule.

(i) Assignment or Transfer of Stock Units. Except as provided in the applicable Stock Unit Agreement, and then only to the extent per optioned, transferred or made subject to any creditor's process, whether voluntarily, involuntarily or by operation of law. Any act in violation from designating a beneficiary who will receive any outstanding vested Stock Units in the event of the Participant's death, nor shall it preclu

SECTION 11. PROTECTION AGAINST DILUTION.

(a) Adjustments. In the event of a subdivision of the outstanding Shares, a declaration of a dividend payable in Shares, a declaration c price of Shares, a combination or consolidation of the outstanding Shares (by reclassification or otherwise) into a lesser number of Shares, adjustments to the following:

(i) the number of Shares and the kind of shares or securities available for future Awards under Section 5;

(ii) the limits on Awards specified in Section 5;

(iii) the number of Shares and the kind of shares or securities covered by each outstanding Award; or

(iv) the Exercise Price under each outstanding SAR or Option.

(b) Participant Rights. Except as provided in this Section 11, a Participant shall have no rights by reason of any issue by the Company consolidation of shares of stock of any class, the payment of any stock dividend or any other increase or decrease in the number of shares Award covers additional or different shares of stock or securities, then such additional or different shares and the Award in respect thereof and the Shares subject to the Award prior to such adjustment.

(c) Fractional Shares. Any adjustment of Shares pursuant to this Section 11 shall be rounded down to the nearest whole number of Sl shares and no consideration shall be provided as a result of any fractional shares not being issued or authorized.

SECTION 12. EFFECT OF A CORPORATE TRANSACTION.

(a) Corporate Transaction. In the event that the Company is a party to a Corporate Transaction, outstanding Awards shall be subject t provide, without limitation, for the assumption or substitution of outstanding Options, SARs, or Stock Units by the surviving corporation or it or its parent, for the replacement of outstanding Options, SARs, and Stock Units with a cash incentive program of the surviving corporation time of the transaction and provides for subsequent payout in accordance with the same vesting provisions applicable to those Awards, for and Stock Units, with or without consideration, in all cases without the consent of the Participant.

(b) Acceleration. The Committee may determine, at the time of grant of an Award or thereafter, that such Award shall become fully ves in Control occurs. Unless otherwise provided in the applicable Award agreement, in the event that a Corporate Transaction occurs and any incentive program pursuant to Section 12(a) or any outstanding Stock Grant Agreements are not assumed pursuant to Section 12(a), then Transaction. Immediately following the consummation of a Corporate Transaction, all outstanding Options, SARs and Stock Units shall terr corporation or its parent.

(c) Dissolution. To the extent not previously exercised or settled, Options, SARs and Stock Units shall terminate immediately prior to tl

SECTION 13. LIMITATIONS ON RIGHTS.

(a) No Entitlements. A Participant's rights, if any, in respect of or in connection with any Award is derived solely from the discretionary discretionary Award. By accepting an Award under the Plan, a Participant expressly acknowledges that there is no obligation on the part of hereunder is not intended to be compensation of a continuing or recurring nature, or part of a Participant's normal or expected compensatio remuneration for purposes of pension benefits, severance, redundancy, resignation or any other purpose.

Neither the Plan nor any Award granted under the Plan shall be deemed to give any individual a right to remain an employee, consultant or and Subsidiaries and Affiliates reserve the right to terminate the Service of any person at any time, and for any reason, subject to applicabl agreement (if any), and such terminated person shall be deemed irrevocably to have waived any claim to damages or specific performance to the Plan or any outstanding Award that is forfeited and/or is terminated by its terms or to any future Award.

(b) Shareholders' Stockholders' Rights. A Participant shall have no dividend rights, voting rights or other rights as a shareholder stockh Shares (as evidenced by an appropriate entry on the books of the Company or a duly authorized transfer agent of the Company). No adjus date when such Shares are issued, except as expressly provided in Section 11.

(c) Regulatory Requirements. Any other provision of the Plan notwithstanding, the obligation of the Company to issue Shares or other approval by any regulatory body as may be required. The Company reserves the right to restrict, in whole or in part, the delivery of Shares relating to the issuance of such Shares or other securities, to their registration, qualification or listing or to an exemption from registration, c

SECTION 14. WITHHOLDING TAXES.

(a) General. A Participant shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations Shares or make any cash payment under the Plan until such obligations are satisfied.

(b) Share Withholding. If a public market for the Company's Shares exists, the Committee may permit a Participant to satisfy all or par portion of any Shares that otherwise would be issued to him or her or by surrendering or attesting to all or a portion of any Shares that he c if there is none, the Fair Market Value as of the previous day. Any payment of taxes by assigning Shares to the Company may be subject to Committee may, in its discretion, also permit a Participant to satisfy withholding or income tax obligations related to an Award through Casl

SECTION 15. DURATION AND AMENDMENTS.

(a) Term of the Plan. To the extent the Board approves an amendment to the Plan that requires shareholder stockholder approval, the shareholders. stockholders. The Plan shall terminate at the Company's 2030 Annual Meeting of Shareholders Stockholders and may be ter

(b) Right to Amend or Terminate the Plan. The Board may amend or terminate the Plan at any time and for any reason. The terminatio Participant under any Award previously granted under the Plan without the Participant's consent, unless such modification is necessary or the Plan after the Plan's termination. An amendment of the Plan shall be subject to the approval of the Company's shareholders stockholde

CISCO SYSTEMS, INC.
NOTICE OF GRANT OF STOCK OPTION

Notice is hereby given of the following option grant (the "Option") made to purchase shares of Cisco Systems, Inc. (the "Company") common stock

Optionee:	______________________	
Grant Date:	______________________	
Type of Option:	Nonstatutory Stock Option	
Grant Number:	______________________	
Number of Option Shares:	______________________	shares
Exercise Price:	$ ______________________	per share
First Vest Date:	______________________	
Expiration Date:	______________________	

Exercise Schedule. So long as Optionee's Service continues, the Option shall vest and become exercisable with respect to (i) ______ (__%) of th above and (ii) the balance of the Option Shares in ________________ installments upon Optionee's completion of each additional _______ of Ser Option vest and become exercisable for any additional Option Shares after Optionee's cessation of Service.

Should Optionee request a reduction to his or her work commitment to less than thirty (30) hours per week, then the Company shall have the right Option Shares during the remainder of the Option term to the extent permitted under local law. In no event shall any extension of the exercise sche expiration date, as set forth above, ("Expiration Date") of the Option.

Optionee understands and agrees that the Option is offered subject to and in accordance with the terms of the Cisco Systems, Inc. 2005 Stock Inc terms of the Option as set forth in the Stock Option Agreement (the "Agreement") attached hereto.

No Employment or Service Contract. Nothing in this Notice or in the attached Agreement or in the Plan shall confer upon Optionee any right to c way the rights of the Company (or any Parent, Subsidiary or Affiliate employing or retaining Optionee) or of Optionee, which rights are hereby expr without cause to the extent permissible under local law.

Definitions. All capitalized terms in this Notice shall have the meaning assigned to them in this Notice, the attached Agreement or the Plan.

STOCK OPTION AGREEMENT

Recitals

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board and C

B. Optionee is to render valuable services to the Company (or a Parent, Subsidiary or Affiliate), and this Agreement is executed pursuant to, and option to Optionee.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in this Agreement, the attached Notice of Grant of Stock Opti

NOW, THEREFORE, as a condition to and in consideration of the grant, vesting, and exercise of this Option and Optionee's receipt of any Option S

1. **Grant of Option**. The Company hereby grants to Optionee, and Optionee hereby accepts from the Company, as of the grant date, as Shares specified in the Notice. By accepting (whether in writing, electronically or otherwise) this Option, or by otherwise receiving this Option, Optio

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relating thereto, the Optionee acknowledges that this Option and any Option Shares issued hereunder and the Optionee's participation in the Plan The Option Shares shall be purchasable from time to time during the Option term specified in Paragraph 2 at the Exercise Price specified in the No

2. **Option Term**. This Option shall have a maximum term of __________ years [not to exceed (10) years] measured from the Grant Date terminated in accordance with Paragraph 4, 5 or 6.

3. **Non-Transferability**. This Option shall not be anticipated, assigned, attached, garnished, optioned, transferred or made subject to any foregoing, should the Optionee die while holding this Option, then this Option shall be transferred in accordance with Optionee's will or the laws of

4. **Dates of Exercise**. This Option shall vest and become exercisable for the Option Shares in one or more installments as specified in th accumulate and the Option shall remain exercisable for the accumulated installments until the Expiration Date or sooner termination of the Option may only be exercised until the close of the Nasdaq Global Select Market on the Expiration Date or the earlier termination date under Paragraph 5

before such date. Any later attempt to exercise this Option will not be honored. For example, if Optionee ceases to remain in Service as provided i
holiday on which the Nasdaq Global Select Market is closed), Optionee must exercise the exercisable portion of this Option by 4:00 p.m. Eastern D

5. **Cessation of Service**. The Option term specified in Paragraph 2 shall terminate (and this Option shall cease to be outstanding) prior t

(i) Should Optionee cease to remain in Service for any reason (other than death, Disability or Cause and whether or not in breac
(3) months (commencing with the date of such cessation of Service) during which to exercise this Option, but in no event shall this Option be exerc

(ii) If Optionee dies while this Option is outstanding, then the Optionee's designated beneficiary or, if no beneficiary was designat
estate (to the extent reasonably determinable) or other individual or entity entitled to receive the Option under applicable local law shall have the ri
upon the earlier of (A) the expiration of the eighteen (18) month period measured from the date of Optionee's death or (B) the Expiration Date. Opti
approved a process or procedure for such beneficiary designation for the local jurisdiction within which Optionee performs services for the Compar
been approved by the Company, then, in the event of Optionee's death, this Option may only be exercised by the Optionee's estate (to the extent r
applicable local law.

(iii) Should Optionee cease Service by reason of Disability while this Option is outstanding, then Optionee shall have a period of
exercise this Option, but in no event shall this Option be exercisable at any time after the Expiration Date.

(iv) During the limited period of post-Service exercisability, this Option may not be exercised in the aggregate for more than the n
ceases to actively provide Service (not extended by any notice period mandated under local law). Upon the expiration of such limited exercise peri
for any vested Option Shares for which the Option has not been exercised. However, this Option shall, immediately as of the date the Optionee cea
respect to any Option Shares in which Optionee is not otherwise at that time vested or for which this Option is not otherwise at that time exercisabl

(v) Should Optionee's Service be terminated for Cause or should Optionee otherwise engage in activities constituting Cause whi
outstanding. In the event Optionee's Service is suspended pending an investigation of whether Optionee's Service will be terminated for Cause, all
during the investigation period.

(vi) For purposes of this Paragraph 5, in the event of Optionee's cessation of Service for any reason (whether or not later found t
or providing Service, or the terms of Optionee's employment or service agreement, if any), Optionee's right to receive additional options or to vest i

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date the Optionee is no longer actively providing Service and will not be extended by any notice period mandated under local law (*e.g.*, active Serv
Company shall have the exclusive discretion to determine when an Optionee is no longer actively providing Service for purposes of this Option.

6. **Special Acceleration of Option**.

(a) This Option, to the extent outstanding at the time of a Corporate Transaction but not otherwise fully vested and exercisable, s
the Corporate Transaction, become vested and exercisable for all of the Option Shares at the time subject to this Option and may be exercised for
however, shall occur if and to the extent: (i) this Option is, in connection with the Corporate Transaction, either assumed by the successor corporati
stock of the successor corporation (or parent thereof) or (ii) this Option is replaced with a cash incentive program of the successor corporation whic
Transaction (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such Shares) and provides
The determination of option comparability under clause (i) shall be made by the Committee, and such determination shall be final, binding and con

(b) Immediately following the effective date of the Corporate Transaction, this Option shall terminate and cease to be outstanding
with the Corporate Transaction.

(c) If this Option is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust the numb
immediately after such Corporate Transaction, provided the aggregate Exercise Price shall remain the same.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its c
any part of its business or assets.

7. **Adjustment in Option Shares**. In the event of a subdivision of the outstanding Shares, a declaration of a dividend payable in Shares,
effect on the price of Shares, a combination or consolidation of the outstanding Shares (by reclassification or otherwise) into a lesser number of Sh
to (i) the total number and/or kind of shares or securities subject to this Option and (ii) the Exercise Price in order to reflect such change and thereb

8. **Shareholder Rights**. The holder of this Option shall not have any shareholder rights with respect to the Option Shares until such pers
purchased Shares.

9. **Manner of Exercising Option**.

(a) In order to exercise this Option with respect to all or any part of the Option Shares for which this Option is at the time exercisa
actions:

(i) Pay the aggregate Exercise Price for the purchased Shares in one or more of the following forms:

(A) cash or check which, in the Company's sole discretion, shall be made payable to a Company-designated bro

(B) as permitted by applicable law, through a special sale and remittance procedure pursuant to which Optionee written instructions (I) to a Company-designated brokerage firm (or in the case of an executive officer or Board member of the Company, an Option the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate Exercise Price payable for the purc defined in Paragraph 10 of this Agreement) and (II) to the Company to deliver the purchased Shares directly to such brokerage firm in order to com

(ii) Furnish to the Company appropriate documentation that the person or persons exercising the Option (if other than Op

(iii) Make appropriate arrangements with the Company (or a Parent, Subsidiary or Affiliate employing or retaining Optione applicable to the Option grant, vesting, exercise or the sale of Shares, as applicable.

(b) As soon as practical after the exercise date, the Company shall issue to or on behalf of Optionee (or any other person or pers on the books of the Company or a duly authorized transfer agent of the Company), subject to the appropriate legends and/or stop transfer instructi

(c) In no event may this Option be exercised for any fractional Shares.

(d) Notwithstanding any other provisions of the Plan, this Agreement or any other agreement to the contrary, if at the time this Op any reason, the following actions shall be taken, as deemed appropriate by the Committee:

(i) any Shares to be issued upon such exercise shall automatically be pledged against Optionee's outstanding indebtedn

(ii) if this Option is exercised in accordance with subparagraph 9(a)(i)(B) above, the after tax proceeds of the sale of Opti indebtedness.

10. **Responsibility for Taxes**.

(a) Regardless of any action taken by the Company or Optionee's employer (the "Employer"), the ultimate liability for all incom items related to Optionee's participation in the Plan and legally applicable to Optionee ("Tax-Related Items") is and remains Optionee's responsibili representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including the grant, exercise and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of particular tax result. Further, if Optionee becomes subject to taxation in more than one jurisdiction, Optionee acknowledges that the Company and/ Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, and in order to receive any Shares or othe Company for the satisfaction of any applicable Tax-Related Items of the Company and/or the Employer that arise in connection with the Option. In their discretion, to satisfy any obligations related to Tax-Related Items by one or a combination of the following: (1) withholding all applicable Tax-R Company and/or the Employer; (2) withholding from proceeds of the sale of Shares acquired upon exercise of the Option either through a voluntary (i)(B) above) or through a mandatory sale arranged by the Company (on Optionee's behalf pursuant to this authorization); or (3) withholding of Sha

(c) Depending on the withholding method, the Company or Employer may withhold or account for Tax-Related Items by consi including maximum applicable rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Optionee is deer number of the Shares are held back solely for the purpose of paying the Tax-Related Items. Optionee agrees to provide the Company and/or its sto Items withholding and acknowledges that should Optionee fail to provide such information on a timely basis, the Company and/or its stock plan bro for Optionee to seek a refund directly from the tax authorities.

(d) Finally, Optionee must pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Em Plan or Optionee's purchase of Shares that cannot be satisfied by the means previously described. The Company may refuse to honor the exercise fails to comply with Optionee's obligations in connection with the Tax-Related Items as described in this Paragraph.

11. **Tax and Legal Advice**. Optionee represents, warrants and acknowledges that neither the Company nor Optic respect to any Tax-Related Items, legal or financial consequences of the transactions contemplated by this Agreement, an Company's or the Employer's representatives for an assessment of such consequences. OPTIONEE UNDERSTANDS TH OPTIONEE SHOULD CONSULT OPTIONEE'S PROFESSIONAL TAX, LEGAL AND FINANCIAL ADVISOR REGARDING EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, NOR IS THE COMPANY OR THE EMP ACCEPTANCE OF

THIS OPTION. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR

12. **Compliance with Laws and Regulations**.

(a) The exercise of this Option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the (
all applicable regulations of any stock exchange (or the Nasdaq Global Select Market, if applicable) on which the Shares may be listed for trading a

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be nec
Company of any liability with respect to the non-issuance or sale of the Shares as to which such approval shall not have been obtained.

13. **Successors and Assigns**. Except to the extent otherwise provided in Paragraphs 3, 5 and 6, the provisions of this Agreement shall
Optionee, Optionee's assigns and the legal representatives, heirs and legatees of Optionee's estate.

14. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when (
being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor
records or, in either case, as subsequently modified by written notice to the other party.

15. **Construction**. The Notice, this Agreement, and the Option evidenced hereby (a) are made and granted pursuant to the Plan and are
agreement between Optionee and the Company on the subject matter hereof and supersede all proposals, written or oral, and all other communica
respect to any question or issue arising under the Notice, this Agreement or the Plan shall be conclusive and binding on all persons having an inter
provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and e

16. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Califor
that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State
or the federal courts for the United States for the Northern District of California and no other courts.

17. **Excess Shares**. If the Option Shares covered by this Agreement exceed, as of the Grant Date, the number of Shares which may wit
those excess shares, unless shareholder approval of an amendment sufficiently increasing the number of Shares issuable under the Plan is obtain

18. **Further Instruments**. The parties agree to execute such further instruments and to take such further action as may be reasonably n

19. **Authorization to Release and Transfer Necessary Personal Information**.

(a) Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form
applicable, the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, admini
(b) Optionee understands that the Company and the Employer may hold certain personal information about Optionee, inc
birth, social insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any S
to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, administering ar
be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adm
Optionee's country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States
understands that Optionee may request a list with the names and addresses of any potential recipients of

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the Data by contacting Optionee's local human resources representative. Optionee authorizes the recipients to receive, possess, use, re
implementing, administering and managing Optionee's participation in the Plan, including any requisite transfer of such Data to a broke
whom Shares acquired pursuant to these Options or cash from the sale of such Shares may be deposited. Furthermore, Optionee ackno
Subsidiaries or Affiliates, or to any third parties is necessary for Optionee's participation in the Plan.

(c) Optionee understands that Data will be held only as long as is necessary to implement, administer and manage Optio
the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data o
representative in writing. Further, Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If O
employment status or service and career with the Employer will not be affected; the only consequence of refusing or withdrawing Optio
awards, or administer or maintain such awards. Optionee further acknowledges that withdrawal of consent may affect Optionee's ability
Plan. For more information on the consequences of Optionee's refusal to consent or withdrawal of consent, Optionee understands that (

(d) The collection, use and transfer of Data for the purpose of implementing, administering and managing Optionee's par
Protection Policy.

20. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and exercise of this Opt
acknowledges and agrees that:

(a) Optionee's rights, if any, in respect of or in connection with this Option or any other Award are derived solely from the discreti
discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and
obligation on the part of the Company to continue the Plan and/or grant any additional Awards to Optionee or benefits in lieu of Options or any othe
future Option grants, if any, will be at the sole discretion of the Committee.

(b) This Option and the Shares subject to the Option are not intended to replace any pension rights or compensation and are not
or expected compensation, and in no way represent any portion of Optionee's salary, compensation or other remuneration for any purpose, includi
end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no event should be considered
any Parent, Subsidiary or Affiliate. The value of the Option and the Shares subject to the Option are an extraordinary item that do not constitute co
Parent, Subsidiary or Affiliate and which are outside the scope of Optionee's written employment agreement (if any).

(c) Optionee is voluntarily participating in the Plan.

(d) Neither the Plan nor this Option or any other Award granted under the Plan shall be deemed to give Optionee a right to rema
Employer reserves the right to terminate the Service of Optionee at any time, with or without cause, and for any reason.

(e) The grant of the Option and Optionee's participation in the Plan will not be interpreted to form an employment contract or rela

(f) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the underlying Shares do not
Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the Exercise Price. Optionee also underst
responsible for any foreign exchange fluctuation between the Employer's local currency and the United States Dollar that may affect the value of t

(g) In consideration of the grant of the Option, no claim or entitlement to compensation or damages shall arise from forfeiture of
any reason whatsoever and whether or not in breach of local labor laws).

(h) The Company may require Options granted hereunder be exercised with, and the Option Shares held by, a broker

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designated by the Company.

(i) Optionee's rights hereunder (if any) shall be subject to set-off by the Company for any valid debts the Optionee owes to the C

(j) The Option and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger,

21. **__Severability__**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if
provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

22. **__Waiver__**. Optionee agrees that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be constr
Optionee or any other participant.

23. **__Electronic Delivery__**. The Company may, in its sole discretion, decide to deliver any documents related to Optionee's current or futur
the Plan by electronic means. Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan thr
designated by the Company.

24. **__Language__**. If this Agreement or any other document related to the Plan is translated into a language other than English and the mea
precedence.

25. **__Appendix__**. Notwithstanding any provisions in this Agreement, the Option shall be subject to any special terms and conditions set fort
relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Optionee, to the extent th
advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

26. **__Committee Policies__**. The Option shall be subject to any applicable special terms and conditions set forth in any applicable policy (ar
will adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

27. **__Imposition of Other Requirements__**. The Company reserves the right to impose other requirements on Optionee's participation in th
determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Optionee agrees to sign any ad
Furthermore, Optionee acknowledges that the laws of the country in which Optionee is working at the time of grant, vesting and exercise of the Op
governing securities, foreign exchange, tax, labor, or other matters) may subject Optionee to additional procedural or regulatory requirements that

28. **__Acceptance of Agreement.__** You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the Fir
on the First Vest Date.

* * * *

By accepting your Award in accordance with Section 28 of this Agreement, you agree to be bound by the terms and conditions of this Agre

PLEASE PRINT AND KEEP A COPY FOR YOUR REC

CISCO SYSTEMS, INC.
STOCK GRANT AGREEMENT

This Stock Grant Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sy
Inc. 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Grant Award are as follows:

Employee ID:	______________________
Grant Date:	______________________
Grant Number:	______________________
Restricted Shares:	______________________
First Vest Date:	______________,20________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event
Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in conside
any related benefit thereunder, the parties agree as follows:

1. **Restricted Shares**. Pursuant to the Plan, the Company hereby transfers to you, and you hereby accept from the Company, a Stock G
in the Plan. By accepting (whether in writing, electronically or otherwise) the Stock Grant, or by otherwise receiving the Stock Grant, Shares, or any
thereunder and your participation in the Plan are subject to such terms and conditions, and you agree to such terms and conditions.

2. **Vesting of Restricted Shares**. So long as your Service continues, the Restricted Shares shall vest in accordance with the following s
event of the termination of your Service for any reason, all unvested Restricted Shares shall be immediately forfeited without consideration. For pu
stop-transfer instructions on the Restricted Shares to the Company's transfer agent, or otherwise hold the Restricted Shares in escrow, until the Re
Restricted Shares, including any applicable tax withholding obligations set forth in Section 5 below. Any new, substituted or additional securities or
be subject to the same terms and conditions as are applicable to the unvested Restricted Shares under this Agreement and the Plan.

3. **Special Acceleration.**

(a) To the extent the Restricted Shares are outstanding at the time of a Corporate Transaction, but not otherwise fully vested, su
Corporate Transaction and shall become vested in full at that time. No such acceleration, however, shall occur if and to the extent: (i) this Stock Gr
corporation (or parent thereof), or (ii) the Restricted Shares are replaced with a cash incentive program of the successor corporation which preserv
provides for subsequent pay-out in accordance with the vesting schedule set forth in Section 2 above.

(b) Immediately following the effective date of the Corporate Transaction, this Stock Grant Agreement shall terminate and cease
in connection with the Corporate Transaction.

(c) If this Stock Grant Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately
Agreement immediately after such Corporate Transaction.

(d) This Stock Grant Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise
transfer all or any part of its business or assets.

4. **Restriction on Election to Recognize Income in the Year of Grant**. Under Section 83 of the Code, the Fair Market Value of the Res
time. You understand, acknowledge and agree that, as a condition to the grant of this Award, you may not elect to be taxed at the time the Restricte
Revenue Service.

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5. **Withholding Taxes**. In order to receive any Shares or other benefit in relation to the Stock Grant, you agree to make arrangements sa
arise in connection with the Restricted Shares which, at the sole discretion of the Company, may include (i) having the Company withhold Shares f
Company, in any case, equal in value to the amount necessary to satisfy any such withholding tax obligation. Such Shares shall be valued based o
be determined under applicable law. The Company shall not be required to release the Restricted Shares from the stop-transfer instructions or esc

6. **Tax Advice**. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respe
are in no manner relying on the Company or the Company's representatives for an assessment of such tax consequences. YOU UNDERSTAND T

CONSULT YOUR OWN TAX ADVISOR REGARDING ANY STOCK GRANT AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN T
PENALTIES.

7. **Non-Transferability of Restricted Shares**. Restricted Shares which have not vested pursuant to Section 2 above shall not be anticip process, whether voluntarily or involuntarily or by the operation of law. However, this Section 7 shall not preclude you from designating a beneficiar transfer of vested Restricted Shares by will or by the laws of descent and distribution.

8. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Restricted Shares has been registered under the Secu may impose additional restrictions upon the sale, pledge, or other transfer of the Restricted Shares (including the placement of appropriate legends agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve compliance with the pro

9. **Stock Certificate Restrictive Legends.** Stock certificates evidencing the Restricted Shares may bear such restrictive legends as the Agreement.

10. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Com issuance of the Restricted Shares may be conditioned upon you making certain representations, warranties, and acknowledgments relating to com

11. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement, you shall have all the rights and privileges of a shareho otherwise held in escrow, including the right to vote. To the extent any Restricted Shares have not vested pursuant to Section 2 above, no dividend

12. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, administering and managi Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, administration and mana including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have different data privacy the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize form, for the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer Grant Award under the Plan or with whom Shares acquired pursuant to this Stock Grant Award or cash from the sale of such Shares ma Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessary for your participation in the Plan.***

(c) ***You understand that the Data will be held only as long as is necessary to implement, administer and manage your request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse o in writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if yo the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company***

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to grant you this Stock Grant Award or other equity awards, or administer or maintain such awards. You further acknowledge that withdr Award and your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of

(d) ***The collection, use and transfer of Data for the purpose of implementing, administering and managing your partic Protection Policy.***

13. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and settlement of the St you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with this Stock Grant Award or any other Award is derived solely from the dis discretionary Award. By accepting this Stock Grant Award, you expressly acknowledge that there is no obligation on the part of the Company to co intended to be compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represents any p severance, redundancy, resignation or any other purpose.

(b) Neither the Plan nor this Stock Grant Award or any other Award granted under the Plan shall be deemed to give you a right to Affiliate. The Company and its Parents and Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause Bylaws and a written employment agreement (if any), and you shall be deemed irrevocably to have waived any claim to damages or specific perfor respect to the Plan, this Stock Grant Award or any outstanding Award that is forfeited and/or is terminated by its terms or to any future Award.

(c) You agree that the Company may require that Restricted Shares be held by a broker designated by the Company. In addition debts you owe the Company.

14. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Califor that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State or the federal courts for the United States for the Northern District of California and no other courts.

15. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal c case, as subsequently modified by written notice to the other party.

16. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit c parties hereto.

17. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if
provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

18. **Waiver.** You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as
other participant.

19. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to your current or future parti
electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e
Company.

20. **Committee Policies**. This Stock Grant shall be subject to any special terms and conditions set forth in any applicable policy (and an
adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

21. **Acceptance of Agreement**. You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the Fir
on the First Vest Date.

* * * *

By accepting your Award in accordance with Section 21 of this Agreement, you agree to be bound by the terms and conditions of this Agre

PLEASE PRINT AND KEEP A COPY FOR YOUR REC

CISCO SYSTEMS, INC.
STOCK GRANT AGREEMENT

This Stock Grant Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sy
Inc. 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Grant Award are as follows:

Employee ID:	____________________
Grant Date:	____________________
Grant Number:	____________________
Restricted Shares:	____________________
First Vest Date:	____________,20________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event
Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in conside
any related benefit thereunder, the parties agree as follows:

1. **Restricted Shares**. Pursuant to the Plan, the Company hereby transfers to you, and you hereby accept from the Company, a Stock G
in the Plan. By accepting (whether in writing, electronically or otherwise) the Stock Grant, or by otherwise receiving the Stock Grant, Shares, or any
thereunder and your participation in the Plan are subject to such terms and conditions, and you agree to such terms and conditions.

2. **Vesting of Restricted Shares**. So long as your Service continues, the Restricted Shares shall vest in accordance with the following s
to this Agreement shall vest on the First Vest Date and on each annual anniversary thereafter, unless otherwise provided by the Plan or Section 3 b
Shares shall be immediately forfeited without consideration. For purposes of facilitating the enforcement of the provisions of this Section 2, the Co
agent, or otherwise hold the Restricted Shares in escrow, until the Restricted Shares have vested and you have satisfied all applicable obligations
forth in Section 5 below. Any new, substituted or additional securities or other property which is issued or distributed with respect to the unvested R
unvested Restricted Shares under this Agreement and the Plan.

3. **Special Acceleration.**

(a) To the extent the Restricted Shares are outstanding at the time of a Corporate Transaction, but not otherwise fully vested, su
Corporate Transaction and shall become vested in full at that time. No such acceleration, however, shall occur if and to the extent: (i) this Stock Gr
corporation (or parent thereof), or (ii) the Restricted Shares are replaced with a cash incentive program of the successor corporation which preserv
provides for subsequent pay-out in accordance with the vesting schedule set forth in Section 2 above.

(b) Immediately following the effective date of the Corporate Transaction, this Stock Grant Agreement shall terminate and cease
in connection with the Corporate Transaction.

(c) If this Stock Grant Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately Agreement immediately after such Corporate Transaction.

(d) This Stock Grant Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise transfer all or any part of its business or assets.

4. **Restriction on Election to Recognize Income in the Year of Grant**. Under Section 83 of the Code, the Fair Market Value of the Res time. You understand, acknowledge

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and agree that, as a condition to the grant of this Award, you may not elect to be taxed at the time the Restricted Shares are acquired by filing an e

5. **Withholding Taxes**. In order to receive any Shares or other benefit in relation to the Stock Grant, you agree to make arrangements sa arise in connection with the Restricted Shares which, at the sole discretion of the Company, may include (i) having the Company withhold Shares fr Company, in any case, equal in value to the amount necessary to satisfy any such withholding tax obligation. Such Shares shall be valued based o be determined under applicable law. The Company shall not be required to release the Restricted Shares from the stop-transfer instructions or esc

6. **Tax Advice**. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respe are in no manner relying on the Company or the Company's representatives for an assessment of such tax consequences. YOU UNDERSTAND T CONSULT YOUR OWN TAX ADVISOR REGARDING ANY STOCK GRANT AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN T PENALTIES.

7. **Non-Transferability of Restricted Shares**. Restricted Shares which have not vested pursuant to Section 2 above shall not be anticip process, whether voluntarily or involuntarily or by the operation of law. However, this Section 7 shall not preclude you from designating a beneficiar transfer of vested Restricted Shares by will or by the laws of descent and distribution.

8. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Restricted Shares has been registered under the Secu may impose additional restrictions upon the sale, pledge, or other transfer of the Restricted Shares (including the placement of appropriate legends agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve compliance with the pro

9. **Stock Certificate Restrictive Legends.** Stock certificates evidencing the Restricted Shares may bear such restrictive legends as the Agreement.

10. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Com issuance of the Restricted Shares may be conditioned upon you making certain representations, warranties, and acknowledgments relating to com

11. **Voting and Other Rights**. Subject to the terms of this Agreement, you shall have all the rights and privileges of a shareholder of the in escrow, including the right to vote and to receive dividends (if any).

12. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, administering and managi Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, administration and mana including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have different data privacy the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize form, for the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer Grant Award under the Plan or with whom Shares acquired pursuant to this Stock Grant Award or cash from the sale of such Shares ma Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessary for your participation in the Plan.***

(c) ***You understand that the Data will be held only as long as is necessary to implement, administer and manage your request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse o in writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if yo the Employer***

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will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company would not be maintain such awards. You further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from this consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources re

(d) ***The collection, use and transfer of Data for the purpose of implementing, administering and managing your partic Protection Policy.***

13. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and settlement of the St you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with this Stock Grant Award or any other Award is derived solely from the dis
discretionary Award. By accepting this Stock Grant Award, you expressly acknowledge that there is no obligation on the part of the Company to co
intended to be compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represents any p
severance, redundancy, resignation or any other purpose.

(b) Neither the Plan nor this Stock Grant Award or any other Award granted under the Plan shall be deemed to give you a right to
Affiliate. The Company and its Parents and Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause
Bylaws and a written employment agreement (if any), and you shall be deemed irrevocably to have waived any claim to damages or specific perfor
respect to the Plan, this Stock Grant Award or any outstanding Award that is forfeited and/or is terminated by its terms or to any future Award.

(c) You agree that the Company may require that Restricted Shares be held by a broker designated by the Company. In addition
debts you owe the Company.

14. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Califor
that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State
or the federal courts for the United States for the Northern District of California and no other courts.

15. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when
being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal c
case, as subsequently modified by written notice to the other party.

16. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit c
parties hereto.

17. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if
provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

18. **Waiver.** You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as
other participant.

19. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to your current or future parti
electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e
Company.

20. **Committee Policies**. This Stock Grant shall be subject to any special terms and conditions set forth in any applicable policy (and an
adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

21. **Acceptance of Agreement**. You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the Fir
on the First Vest Date.

* * * *

By accepting your Award in accordance with Section 21 of this Agreement, you agree to be bound by the terms and conditions of this Agre

PLEASE PRINT AND KEEP A COPY FOR YOUR REC

CISCO SYSTEMS, INC.
STOCK GRANT AGREEMENT

This Stock Grant Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sy
Inc. 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Grant Award are as follows:

Employee ID:	____________________
Grant Date:	____________________
Grant Number:	____________________
Restricted Shares:	____________________
First Vest Date:	________________,20______(the first annual anniversary of the vesting commencement date)

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event
Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Restricted Shares**. Pursuant to the Plan, the Company hereby transfers to you, and you hereby accept from the Company, a Stock G
in the Plan.

2. **Vesting of Restricted Shares**. So long as your Service continues, the Restricted Shares shall vest in accordance with the following s
to this Agreement shall vest on the First Vest Date and on each annual anniversary thereafter, unless otherwise provided by the Plan or Section 3 I
Shares shall be immediately forfeited without consideration. For purposes of facilitating the enforcement of the provisions of this Section 2, the Cor
agent, or otherwise hold the Restricted Shares in escrow, until the Restricted Shares have vested and you have satisfied all applicable obligations
forth in Section 5 below. Any new, substituted or additional securities or other property which is issued or distributed with respect to the unvested R
unvested Restricted Shares under this Agreement and the Plan.

3. **Special Acceleration**.

(a) To the extent the Restricted Shares are outstanding at the time of a Corporate Transaction, but not otherwise fully vested, su
Corporate Transaction and shall become vested in full at that time. No such acceleration, however, shall occur if and to the extent: (i) this Stock Gr
corporation (or parent thereof), or (ii) the Restricted Shares are replaced with a cash incentive program of the successor corporation which preserv
provides for subsequent pay-out in accordance with the vesting schedule set forth in Section 2 above.

(b) Immediately following the effective date of the Corporate Transaction, this Stock Grant Agreement shall terminate and cease
in connection with the Corporate Transaction.

(c) If this Stock Grant Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately
Agreement immediately after such Corporate Transaction.

(d) This Stock Grant Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise
transfer all or any part of its business or assets.

4. **Restriction on Election to Recognize Income in the Year of Grant**. Under Section 83 of the Code, the Fair Market Value of the Res
time. You understand, acknowledge and agree that, as a condition to the grant of this Award, you may not elect to be taxed at the time the Restrict
Revenue Service.

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5. **Withholding Taxes**. You agree to make arrangements satisfactory to the Company for the satisfaction of any applicable withholding ta
the Company, may include (i) having the Company withhold Shares from the Restricted Shares held in escrow, or (ii) any other arrangement appro
withholding tax obligation. Such Shares shall be valued based on the Fair Market Value as of the day prior to the date that the amount of tax to be
the Restricted Shares from the stop-transfer instructions or escrow unless and until such obligations are satisfied.

6. **Tax Advice**. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respe
are in no manner relying on the Company or the Company's representatives for an assessment of such tax consequences. YOU UNDERSTAND T
CONSULT YOUR OWN TAX ADVISOR REGARDING ANY STOCK GRANT AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN
PENALTIES.

7. **Non-Transferability of Restricted Shares**. Restricted Shares which have not vested pursuant to Section 2 above shall not be anticip
process, whether voluntarily or involuntarily or by the operation of law. However, this Section 7 shall not preclude you from designating a beneficiar
preclude a transfer of vested Restricted Shares by will or by the laws of descent and distribution.

8. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Restricted Shares has been registered under the Secu
may impose additional restrictions upon the sale, pledge, or other transfer of the Restricted Shares (including the placement of appropriate legends
agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve compliance with the pro

9. **Stock Certificate Restrictive Legends**. Stock certificates evidencing the Restricted Shares may bear such restrictive legends as the
Agreement.

10. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Com
issuance of the Restricted Shares may be conditioned upon you making certain representations, warranties, and acknowledgments relating to com

11. **Voting and Other Rights**. Subject to the terms of this Agreement, you shall have all the rights and privileges of a shareholder of the
in escrow, including the right to vote and to receive dividends (if any).

12. **Authorization to Release Necessary Personal Information**.

(a) You hereby authorize and direct your employer to collect, use and transfer in electronic or other form, any personal informatic
facts and conditions of your participation in the Plan (including, but not limited to, your name, home address, telephone number, date of birth, socia
title, number of Shares held and the details of all Awards or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or ou
Plan. You understand that the Data may be transferred to the Company or any of its Subsidiaries, or to any third parties assisting in the implementa
other third party assisting with the administration of this Stock Grant Award under the Plan or with whom Shares acquired pursuant to this Stock Gr
recipients of the Data may be located in different countries, and those countries may have data privacy laws and protections different from those in
the Data to the Company or any of its Subsidiaries, or to any third parties is necessary for your participation in the Plan.

(b) You may at any time withdraw the consents herein by contacting your local human resources representative in writing. You fu
benefits from this Stock Grant Award, and your ability to participate in the Plan.

13. **No Entitlement or Claims for Compensation**.

(a) Your rights, if any, in respect of or in connection with this Stock Grant Award or any other Award is derived solely from the dis
discretionary Award. By accepting this Stock Grant Award, you expressly acknowledge that there is no obligation on the part of the Company to co
intended to be compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represents any p
severance, redundancy, resignation or any other purpose.

(b) Neither the Plan nor this Stock Grant Award or any other Award granted under the Plan shall be deemed to give you a right to
Affiliate. The Company and its Parents and Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause
Bylaws and a written employment agreement (if any), and you shall be deemed irrevocably to have waived any claim to damages or specific perfor
respect to the Plan, this Stock Grant Award or any outstanding Award that is forfeited and/or is terminated by its terms or to any future Award.

(c) You agree that the Company may require that Restricted Shares be held by a broker designated by the Company. In addition
debts you owe the Company.

14. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without r

15. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when
being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal c
case, as subsequently modified by written notice to the other party.

16. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit c
parties hereto.

17. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if
provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

CISCO SYSTEMS, INC.

STOCK GRANT AGREEMENT

This Stock Grant Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Systems,
Stock Incentive Plan (the "Plan"). The material terms of this Stock Grant Award are as follows:

Employee ID:	____________________
Grant Date:	____________________
Grant Number:	____________________
Restricted Shares:	____________________
First Vest Date:	______________,20_____(the first annual anniversary of the vesting commencement date)

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event
Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Restricted Shares. Pursuant to the Plan, the Company hereby transfers to you, and you hereby accept from the Company, a Stock Grant Awar
Plan.

2. Vesting of Restricted Shares. So long as your Service continues, the Restricted Shares shall vest in accordance with the following schedule: _
Agreement shall vest on the First Vest Date and on each annual anniversary thereafter, unless otherwise provided by the Plan or Section 3 below.
shall be immediately forfeited without consideration. For purposes of facilitating the enforcement of the provisions of this Section 2, the Company n
otherwise hold the Restricted Shares in escrow, until the Restricted Shares have vested and you have satisfied all applicable obligations with respe
Section 5 below. Any new, substituted or additional securities or other property which is issued or distributed with respect to the unvested Restricte
Restricted Shares under this Agreement and the Plan.

3. Special Acceleration.

(a) To the extent the Restricted Shares are outstanding at the time of a Corporate Transaction, but not otherwise fully vested, such Restrict
Transaction and shall become vested in full at that time. No such acceleration, however, shall occur if and to the extent: (i) this Stock Grant Agreem
parent thereof), or (ii) the Restricted Shares are replaced with a cash incentive program of the successor corporation which preserves the Fair Mar
subsequent pay-out in accordance with the vesting schedule set forth in Section 2 above.

(b) Immediately following the effective date of the Corporate Transaction, this Stock Grant Agreement shall terminate and cease to be outs
connection with the Corporate Transaction.

(c) If this Stock Grant Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust th
immediately after such Corporate Transaction.

(d) To the extent the Restricted Shares are outstanding at the time of a Change in Control but not otherwise fully vested, such Restricted S
Control and shall become vested in full at that time.

(e) This Stock Grant Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change it
any part of its business or assets.

4. Restriction on Election to Recognize Income in the Year of Grant. Under Section 83 of the Code, the Fair Market Value of the Restricted Sh
understand, acknowledge and agree that, as a condition to the grant of this Award, you may not elect to be taxed at the time the Restricted Shares
Service.

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5. Withholding Taxes. You agree to make arrangements satisfactory to the Company for the satisfaction of any applicable withholding tax obligati
Company, may include (i) having the Company withhold Shares from the Restricted Shares held in escrow, or (ii) any other arrangement approved
withholding tax obligation. Such Shares shall be valued based on the Fair Market Value as of the day prior to the date that the amount of tax to be
the Restricted Shares from the stop-transfer instructions or escrow unless and until such obligations are satisfied.

6. Tax Advice. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respect to the i
manner relying on the Company or the Company's representatives for an assessment of such tax consequences.

YOU UNDERSTAND THAT THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN TAX AD
OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

7. Non-Transferability of Restricted Shares. Restricted Shares which have not vested pursuant to Section 2 above shall not be anticipated, assi
whether voluntarily or involuntarily or by the operation of law. However, this Section 7 shall not preclude you from designating a beneficiary who wil
transfer of vested Restricted Shares by will or by the laws of descent and distribution.

8. Restriction on Transfer. Regardless of whether the transfer or issuance of the Restricted Shares has been registered under the Securities Act
impose additional restrictions upon the sale, pledge, or other transfer of the Restricted Shares (including the placement of appropriate legends on s
if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve compliance with the provisions

9. Stock Certificate Restrictive Legends. Stock certificates evidencing the Restricted Shares may bear such restrictive legends as the Company
Agreement.

10. Representations, Warranties, Covenants, and Acknowledgments. You hereby agree that in the event the Company and the Company's co
the Restricted Shares may be conditioned upon you making certain representations, warranties, and acknowledgments relating to compliance with

11. Voting and Other Rights. Subject to the terms of this Agreement, you shall have all the rights and privileges of a shareholder of the Company
including the right to vote and to receive dividends (if any).

12. Authorization to Release Necessary Personal Information.

(a) You hereby authorize and direct your employer to collect, use and transfer in electronic or other form, any personal information (the "Da
conditions of your participation in the Plan (including, but not limited to, your name, home address, telephone number, date of birth, social security
of Shares held and the details of all Awards or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or outstanding) fo
understand that the Data may be transferred to the Company or any of its Subsidiaries, or to any third parties assisting in the implementation, adm
party assisting with the administration of this Stock Grant Award under the Plan or with whom Shares acquired pursuant to this Stock Grant Award
Data may be located in different countries, and those countries may have data privacy laws and protections different from those in the country of y
Company or any of its Subsidiaries, or to any third parties is necessary for your participation in the Plan.

(b) You may at any time withdraw the consents herein by contacting your local human resources representative in writing. You further ackn
Stock Grant Award, and your ability to participate in the Plan.

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13. No Entitlement or Claims for Compensation.

(a) Your rights, if any, in respect of or in connection with this Stock Grant Award or any other Award is derived solely from the discretionary discretionary Award. By accepting this Stock Grant Award, you expressly acknowledge that there is no obligation on the part of the Company to co intended to be compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represents any p severance, redundancy, resignation or any other purpose.

(b) Neither the Plan nor this Stock Grant Award or any other Award granted under the Plan shall be deemed to give you a right to remain a Company and its Parents and Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause, and for any written employment agreement (if any), and you shall be deemed irrevocably to have waived any claim to damages or specific performance for bre Plan, this Stock Grant Award or any outstanding Award that is forfeited and/or is terminated by its terms or to any future Award.

(c) You agree that the Company may require that Restricted Shares be held by a broker designated by the Company. In addition, you agre owe the Company.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to tl

15. Notices. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when delivered p deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpora as subsequently modified by written notice to the other party.

16. Binding Effect. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the exe

17. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, i of this Agreement shall be deemed valid and enforceable to the full extent possible.

CISCO SYSTEMS, INC.

PERFORMANCE-BASED STOCK UNIT AGRE

This Performance-Based Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by an Cisco Systems, Inc. 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID:	____________________
Grant Date:	____________________
Grant Number:	____________________
Target Amount of Performance-Based Stock Units:	____________________
Vest Date:	____________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in conside receipt of any Shares or any related benefit thereunder, the parties agree as follows:

1. **Performance-Based Stock Units**. Pursuant to the Plan, the Company hereby grants to you and you hereby accept from the Com equivalent in value of one (1) Share, on the terms and conditions set forth herein and in the Plan. By accepting (whether in writing, electronically or Based Stock Units, Shares, or any benefit relating thereto, you acknowledge that the Performance-Based Stock Units and any Shares issued there to such terms and conditions. The Target Amount of Performance-Based Stock Units stated above reflects the target number of Performance-Base paid out to you will range from ___% to ___% of the Target Amount as determined (i) based upon the Company's performance during the performa _______________ (the "Performance Goals") and (ii) by the basic formula contained in the attached Exhibit A. In accordance therewith, the Comm Performance-Based Stock Units that would otherwise be payable hereunder pursuant to the immediately preceding sentence.

2. **Vesting of Performance-Based Stock Units**. So long as your Service continues and subject to, and to the extent of, the satisfact the following schedule: __________ (___%) of the total number of Performance-Based Stock Units earned, if any, pursuant to the satisfaction of th Sections 3(b) or 4 below. If you take a leave of absence, the Company may, at its discretion and to the extent permitted under applicable local law, notwithstanding the Company's Vesting Policy for Leaves of Absence.

3. **Termination of Service**.

(a) Except as otherwise provided in Section 3(b) below or Section 4, in the event of the termination of your Service for any rea
shall be immediately forfeited without consideration. For purposes of the preceding sentence, your right to vest in the Performance-Based Stock Un
earlier upon your "Separation from Service" within the meaning of Code Section 409A) and will not be extended by any notice period mandated und
pursuant to local law); the Company shall have the exclusive discretion to determine when you are no longer actively providing Service for purpose

(b) In the event that you resign or your Service is terminated for any reason other than Cause on or after the date that (x) you
equal to __________ (___), and (z) your age

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plus your years of Service are at least equal to __________ (___), provided such resignation or the termination of your Service occurs no earlier th
conditions is referred to herein as "Retirement"), all unvested Performance-Based Stock Units may be earned pursuant to the satisfaction of the Pe
above, determined as if your Service had continued after your resignation or termination of Service, and shall be settled in accordance with Sectior
forfeited without consideration immediately upon the breach of any of the following conditions:

(i) Unless prohibited by applicable law, you shall render, as an independent advisor or consultant and not as an Empl
as shall reasonably be requested by the Company (or any Parent, Subsidiary or Affiliate), and such services shall not be terminated for Cause (for
(or any Parent, Subsidiary or Affiliate) shall not be considered a continuation of "Service" unless the Company specifically provides that the continu

(ii) For a period of _____ (___) year beginning on the date of your termination of Service or during any period in which
Subsidiary or Affiliate), you shall not directly or indirectly, individually or on behalf of other persons or entities, intentionally solicit or induce (a) any e
employment in order to accept employment with another person or entity or (b) any customer of the Company (or any Parent, Subsidiary or Affiliate
Service whose identity and/or any related information constitutes protected trade secrets (with such customers determined as of the date of the ter
services in competition with the Company (or any Parent, Subsidiary or Affiliate) or to purchase products from any business which, in the opinion o
interests of the Company (or any Parent, Subsidiary or Affiliate), in either case, unless these restrictions are prohibited (whether in whole or in part)

(iii) For a period of _____ (___) year beginning on the date of your termination of Service or during any period in which
Subsidiary or Affiliate), you shall not render services for any organization or engage directly or indirectly in any business which, in the opinion of the
Subsidiary or Affiliate), unless this restriction is prohibited by applicable law.

(iv) You shall not, without prior written authorization from the Company, use or disclose any confidential information or
determined by the Committee, and the Committee's determination shall be conclusive and binding.

(c) Notwithstanding any provisions to the contrary in this Agreement, in the event of the termination of your Service for Cause
you may be providing as described in Section 3(b)(i), any unsettled or unvested Performance-Based Stock Units shall terminate and be forfeited im

4. **Special Acceleration**.

(a) To the extent the Performance-Based Stock Units are outstanding at the time of a Corporate Transaction, such Performan
prior to the effective date of the Corporate Transaction and be settled in accordance with Section 5 below. No such accelerated vesting, however, s
the Corporate Transaction, either assumed by the successor corporation (or parent thereof) or replaced with comparable performance-based stock
equal to the Target Amount and preserving the settlement provisions set forth in Section 5 below or (ii) these Performance-Based Stock Units are r
Section 409A and, at a minimum, preserves the fair market value of the Performance-Based Stock Units at the time of the Corporate Transaction (
settlement provisions set forth in Section 5 below. The determination of the comparability of performance-based stock units under clause (i) shall b

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outs
Based Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust th
immediately after such Corporate Transaction.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change i
any part of its business or assets.

5. **Settlement of Performance-Based Stock Units**.

(a) **General Settlement Terms**. The Performance-Based Stock Units, to the extent earned and vested hereunder (including, v
Date (which constitutes a fixed payment date for purposes of Code Section 409A) or, to the extent the Performance-Based Stock Units vest under
Based Stock Units shall be automatically settled in Shares earlier upon the earlier to occur of your death or terminal illness (provided, however, tha
illness qualifies as a "disability" payment event under Code Section 409A); it being understood that nothing herein shall limit the Company's ability

(b) **Corporate Transaction**. If this Performance-Based Stock Unit award is not assumed or replaced as described in Section
vest pursuant to Section 4(a) shall be automatically settled in Shares immediately prior to the effective date of the Corporate Transaction instead o
to Code Section 409A, such vested award shall instead be settled pursuant to Section 5(a).

(c) The Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have satisfied any
complies with all applicable law.

(d) Notwithstanding anything in this Section 5 or in this Agreement, to the extent your Performance-Based Stock Units would
the Company's first business day following the six-month anniversary of your Separation from Service.

(e) Prior to the time that the Performance-Based Stock Units are settled, you shall have no rights other than those of a genera
unsecured obligation of the Company.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, so
related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), and as a condition to and in consideration of the grant,
liability for all Tax-Related Items with respect to the Performance-Based Stock Units is and remains your responsibility and may exceed the amoun
Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with an
Performance-Based Stock Units, or the subsequent sale of any Shares acquired at vesting or the receipt of any dividends with respect to such Sha
the Performance-Based Stock Units to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you be
any relevant taxable event, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withho

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, and in order to receive any Shares or othe
satisfactory to the Company for the satisfaction of any applicable tax, withholding, required deduction and payment on account of any obligations o
Units. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any obligations relate
or other cash compensation payable to you by the Company or the Employer; (2) withholding from proceeds of the sale of Shares acquired upon s
mandatory sale arranged by the Company (on your behalf pursuant to this authorization); (3) withholding of Shares that would otherwise be issued
for Tax-Related Items by means of any other arrangement approved by the Company.

(c) If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, you are deemed to have been is
notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of
broker/administrator with the information necessary to manage your Tax-Related Items withholding and acknowledge that should you fail to provide
be obligated to withhold amounts from you and it may be necessary for you to seek a refund directly from the tax authorities. Depending

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on the withholding method, the Company or Employer may withhold or account for Tax-Related Items by considering applicable minimum statutory

(d) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer
acquisition of Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pu

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any wa
consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, your Employer or the Com
UNDERSTAND THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSI
STOCK UNITS. YOU UNDERSTAND THAT THE COMPANY AND YOUR EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL
REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT

8. **Non-Transferability of Performance-Based Stock Units**. Performance-Based Stock Units shall not be anticipated, assigned, att
voluntarily or involuntarily or by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Performance-
qualified under the securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Sha
stop-transfer instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are ne
laws of any state, or any other law including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Performar instructions may be issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the C or issuance of the Shares issued pursuant to the Performance-Based Stock Units may be conditioned upon you making certain representations, wa

12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any the Performance-Based Stock Units are settled in Shares. Dividend equivalents shall accrue on the Performance-Based Stock Units and will be su attach as set forth in the Plan or this Agreement and to the extent vested will be settled in additional Shares upon the settlement of the Performanc

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, c the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dire entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, admini or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have differen request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representa electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, including an***

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requisite transfer of such Data to a broker or other third party assisting with the administration of these Performance-Based Stock Units Stock Units or cash from the sale of such Shares may be deposited. Furthermore, you acknowledge and understand that the transfer of parties is necessary for your participation in the Plan.

(c) ***You understand that Data will be held only as long as is necessary to implement, administer and manage your pa additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdra writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to g maintain such awards. You further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from thes information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local h***

(d) ***The collection, use and transfer of Data for the purpose of implementing, administering and managing your partic Protection Policy.***

14. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and settlement of the or any benefit relating to the Performance-Based Stock Units, you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with these Performance-Based Stock Units or any other Award are derive and to benefit from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise pro

(b) The grant of the Performance-Based Stock Units is exceptional, voluntary and occasional and does not create any contrac Performance-Based Stock Units have been granted in the past. By accepting these Performance-Based Stock Units, you expressly acknowledge t additional Performance-Based Stock Units to you or benefits in lieu of Restricted Stock Units. All decisions with respect to future grants of Perform

(c) The Performance-Based Stock Units and the Shares subject to the Performance-Based Stock Units, and the income and v be considered compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represent any po to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, leave-relat event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Parent, Subsidiary not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any Parent, Subsidiary or Affiliate and v

(d) You acknowledge that you are voluntarily participating in the Plan.

(e) Neither the Plan nor these Performance-Based Stock Units or any other Award granted under the Plan shall be deemed to Subsidiary or an Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason, subject employment agreement (if any).

(f) The grant of the Performance-Based Stock Units and your participation in the Plan will not be interpreted to form or amend Subsidiary or Affiliate.

(g) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you ve
increase or decrease. You also understand that neither the Company, nor the Employer or any Parent, Subsidiary or Affiliate is responsible for any
Dollar that may affect the value of this Award.

(h) No claim or entitlement to compensation or damages shall arise from forfeiture of the Performance-Based Stock Units resu
whatsoever and whether or not later found to

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be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, or the terms of your employment or
otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Parent, Subsidiaries or Affiliates, wa
Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, ther
claim and agree to execute any and all documents necessary to request withdrawal from such claim.

(i) You agree that the Company may require Shares received pursuant to the Performance-Based Stock Units to be held by a

(j) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Co

(k) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Performance-Based Stoc
Based Stock Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corp

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Cali
dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of th
California or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient whe
being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor
case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benef
parties hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided,
other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Waiver.** You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed
other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future pa
electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e
Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the m
precedence.

22. **Exchange Control, Tax And/Or Foreign Asset/Account Reporting**. You acknowledge that there may be exchange control, tax,
hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under th
to report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the tax or other authorities in your
of your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledge that it is y
legal advisor for details.

23. **Appendix**. Notwithstanding any provisions in this Agreement, the Performance-Based Stock Units shall be subject to any special t
Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the
or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

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24. **Committee Policies**. The Performance-Based Stock Units shall be subject to any special terms and conditions set forth in any ap
Committee) has adopted or will adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

25. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the Pl
extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree t
foregoing. Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the P
(including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or r

26. **Acceptance of Agreement**. You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the
the Vest Date.

* * * *

By accepting your Award in accordance with Section 26 of this Agreement, you agree to be bound by the terms and conditions of this Agre

PLEASE PRINT AND KEEP A COPY FOR YOUR R

CISCO SYSTEMS, INC.

PERFORMANCE-BASED STOCK UNIT AGRE

This Performance-Based Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by an
the Cisco Systems, Inc. 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID:	______________________________
Grant Date:	______________________________
Grant Number:	______________________________
Target Amount of Performance-Based Stock Units:	______________________________
Vest Date:	______________________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th
this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in conside
receipt of any Shares or any related benefit thereunder, the parties agree as follows:

1. **Performance-Based Stock Units**. Pursuant to the Plan, the Company hereby grants to you and you hereby accept from the Compan
equivalent in value of one (1) Share, on the terms and conditions set forth herein and in the Plan. By accepting (whether in writing, electronically or
Based Stock Units, Shares, or any benefit relating thereto, you acknowledge that the Performance-Based Stock Units and any Shares issued there
to such terms and conditions. The Target Amount of Performance-Based Stock Units stated above reflects the target number of Performance-Base
paid out to you will range from ____% to _____% of the Target Amount as determined (i) based upon the Company's performance during the perfo
_______________ (the "Performance Goals") and (ii) by the basic formula contained in the attached Exhibit A. In accordance therewith, the Comm
Performance-Based Stock Units that would otherwise be payable hereunder pursuant to the immediately preceding sentence.

2. **Vesting of Performance-Based Stock Units**. So long as your Service continues and subject to, and to the extent of, the satisfaction
following schedule: __________ (_____%) of the total number of Performance-Based Stock Units earned, if any, pursuant to the satisfaction of the
Sections 3(b) or 4 below. If you take a leave of absence, the Company may, at its discretion and to the extent permitted under applicable local law,
notwithstanding the Company's Vesting Policy for Leaves of Absence.

3. **Termination of Service**.

(a) Except as otherwise provided in Section 3(b) below or Section 4, in the event of the termination of your Service for any reaso
shall be immediately forfeited without consideration. For purposes of the preceding sentence, your right to vest in the Performance-Based Stock Un
earlier upon your "Separation from Service" within the meaning of Code Section 409A) and will not be extended by any notice period mandated und
pursuant to local law); the Company shall have the exclusive discretion to determine when you are no longer actively providing Service for purpose

(b) In the event that you resign or your Service is terminated for any reason other than Cause on or after the date that (x) you ha
equal to _________ (___), and so long

as such resignation or the termination of your Service occurs no earlier than the _________ anniversary of the Grant Date (the satisfaction of the a
Based Stock Units may be earned pursuant to the satisfaction of the Performance Goals, and shall vest in accordance with the vesting schedule se
termination of Service, and shall be settled in accordance with Section 5(a); provided that any unsettled or unvested Performance-Based Stock Un
conditions:

(i) Unless prohibited by applicable law, you shall render, as an independent advisor or consultant and not as an Employe
shall reasonably be requested by the Company (or any Parent, Subsidiary or Affiliate), and such services shall not be terminated for Cause (for pu
any Parent, Subsidiary or Affiliate) shall not be considered a continuation of "Service" unless the Company specifically provides that the continuatio

(ii) For a period of ____ (__) year beginning on the date of your termination of Service or during any period in which you
or Affiliate), you shall not directly or indirectly, individually or on behalf of other persons or entities, intentionally solicit or induce (a) any employee o
order to accept employment with another person or entity or (b) any customer of the Company (or any Parent, Subsidiary or Affiliate) with whom yo
identity and/or any related information constitutes protected trade secrets (with such customers determined as of the date of the termination of you
competition with the Company (or any Parent, Subsidiary or Affiliate) or to purchase products from any business which, in the opinion of the Compa
Company (or any Parent, Subsidiary or Affiliate), in either case, unless these restrictions are prohibited (whether in whole or in part) by applicable l

(iii) For a period of _____ (__) year beginning on the date of your termination of Service or during any period in which yo
or Affiliate), you shall not render services for any organization or engage directly or indirectly in any business which, in the opinion of the Company,
Affiliate), unless this restriction is prohibited by applicable law.

____

1 If you are subject to the employment protections of a country within the European Economic Area because you reside in such country or are otherwise subject thereto, "Retirement"
concerning Retirement shall apply to you so long as the termination of your Service occurs no earlier than the one-year anniversary of the Grant Date. In all cases, years of Service s
subsequently returned to Service prior to the Grant Date, you will receive credit for your prior Service.

(iv) You shall not, without prior written authorization from the Company, use or disclose any confidential information or tra
determined by the Committee, and the Committee's determination shall be conclusive and binding.

(c) Notwithstanding any provisions to the contrary in this Agreement, in the event of the termination of your Service for Cause or
may be providing as described in Section 3(b)(i), any unsettled or unvested Performance-Based Stock Units shall terminate and be forfeited immed

4. **Special Acceleration**.

(a) To the extent the Performance-Based Stock Units are outstanding at the time of a Corporate Transaction, such Performance-
prior to the effective date of the Corporate Transaction and settled in accordance with Section 5 below. No such accelerated vesting, however, shal
Corporate Transaction, either assumed by the successor corporation (or parent thereof) or replaced with comparable performance-based stock uni
to the Target Amount and preserving the settlement provisions set forth in Section 5 below or (ii) these Performance-Based Stock Units are replace
409A and, at a minimum, preserves the fair market value of the Performance-Based Stock Units at the time of the Corporate Transaction (based o
provisions set forth in Section 5 below. The determination of the comparability of performance-based stock units under clause (i) shall be made by

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outsta
Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust the n
immediately after such Corporate Transaction.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its c
part of its business or assets.

5. **Settlement of Performance-Based Stock Units**.

(a) **General Settlement Terms**. The Performance-Based Stock Units, to the extent earned and vested hereunder (including, wit
(which constitutes a fixed payment date for purposes of Code Section 409A) or, if earlier, upon the earliest to occur of the settlement events set for
understood that nothing herein shall limit the Company's ability to amend or terminate such policy in its sole discretion and without your consent.

(b) **Corporate Transaction**. If, as of the Grant Date, you have not satisfied and it is not possible for you to satisfy the age and S
Performance-Based Stock Unit award is not assumed or replaced as described in Section 4(a) in connection with a Corporate Transaction, then th
the effective date of the Corporate Transaction instead of on the Vest Date.

(c) The Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have satisfied any ap
complies with all applicable law.

(d) Notwithstanding anything in this Section 5 or in this Agreement, to the extent your Performance-Based Stock Units would oth
the Company's first business day following the six-month anniversary of your Separation from Service.

(e) Prior to the time that the Performance-Based Stock Units are settled, you shall have no rights other than those of a general c
unsecured obligation of the Company.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, social
related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), and as a condition to and in consideration of the grant,

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Performance-Based Stock Units, you acknowledge that the ultimate liability for all Tax-Related Items with respect to the Performance-Based Stock
the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make no representations or undertakings regar
Based Stock Units, including the grant, vesting or settlement of the Performance-Based Stock Units, or the subsequent sale of any Shares acquire
and are under no obligation to structure the terms or any aspect of the Performance-Based Stock Units to reduce or eliminate your liability for Tax-
more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or the Emp
Items in more than one jurisdiction.

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, and in order to receive any Shares or other b
satisfactory to the Company for the satisfaction of any applicable tax, withholding, required deduction and payment on account of any obligations o
Units. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any obligations relate
or other cash compensation payable to you by the Company or the Employer; (2) withholding from proceeds of the sale of Shares acquired upon s
mandatory sale arranged by the Company (on your behalf pursuant to this authorization); (3) withholding of Shares that would otherwise be issued
for Tax-Related Items by means of any other arrangement approved by the Company.

(c) If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, you are deemed to have been issu
notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of
broker/administrator with the information necessary to manage your Tax-Related Items withholding and acknowledge that should you fail to provide
be obligated to withhold amounts from you and it may be necessary for you to seek a refund directly from the tax authorities. Depending on the wit
considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates.

(d) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer ma
acquisition of Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pu

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any warran
consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, your Employer or the Com
UNDERSTAND THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSI
STOCK UNITS. YOU UNDERSTAND THAT THE COMPANY AND YOUR EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL
REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT

8. **Non-Transferability of Performance-Based Stock Units**. Performance-Based Stock Units shall not be anticipated, assigned, attach
or involuntarily or by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Performance-Bas
under the securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (inclu
instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or
state, or any other law including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Performance
instructions may be issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or

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11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Com
issuance of the Shares issued pursuant to the Performance-Based Stock Units may be conditioned upon you making certain representations, warr

12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any vo
Performance-Based Stock Units are settled in Shares. Dividend equivalents shall accrue on the Performance-Based Stock Units and will be subjec
attach as set forth in the Plan or this Agreement and to the extent vested will be settled in additional Shares upon the settlement of the Performanc

13. Authorization to Release and Transfer Necessary Personal Information.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of y
Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and ma***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, bu
insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir
entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm
transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adminis
or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have differen
request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representa
electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, including an
administration of these Performance-Based Stock Units under the Plan or with whom Shares acquired pursuant to these Performance-B
you acknowledge and understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any th***

(c) ***You understand that Data will be held only as long as is necessary to implement, administer and manage your partic
additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdra
writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you l
Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to g
maintain such awards. You further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from the
information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local h***

(d) ***The collection, use and transfer of Data for the purpose of implementing, administering and managing your participa
Protection Policy.***

14. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and settlement of the Pe
any benefit relating to the Performance-Based Stock Units, you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with these Performance-Based Stock Units or any other Award are derived s
to benefit from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise provide

(b) The grant of the Performance-Based Stock Units is exceptional, voluntary and occasional and does not create any contractua
Based Stock Units have been granted in the past. By accepting these Performance-Based Stock Units, you expressly acknowledge that there is no
Performance-Based Stock Units to you or benefits in lieu of Restricted Stock Units. All decisions with respect to future grants of Performance-Base

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(c) The Performance-Based Stock Units and the Shares subject to the Performance-Based Stock Units, and the income and valu
considered compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represent any portio
calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, leave-related
event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Parent, Subsidiary
not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any Parent, Subsidiary or Affiliate and v

(d) You acknowledge that you are voluntarily participating in the Plan.

(e) Neither the Plan nor these Performance-Based Stock Units or any other Award granted under the Plan shall be deemed to gi
Subsidiary or an Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason, subject
employment agreement (if any).

(f) The grant of the Performance-Based Stock Units and your participation in the Plan will not be interpreted to form or amend an
or Affiliate.

(g) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you vest i
increase or decrease. You also understand that neither the Company, nor the Employer or any Parent, Subsidiary or Affiliate is responsible for any
Dollar that may affect the value of this Award.

(h) No claim or entitlement to compensation or damages shall arise from forfeiture of the Performance-Based Stock Units resultin and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, or the Award to which you are not otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Pare Company and its Parent, Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of c agreed to not pursue such claim and agree to execute any and all documents necessary to request withdrawal from such claim.

(i) You agree that the Company may require Shares received pursuant to the Performance-Based Stock Units to be held by a bro

(j) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Comp

(k) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Performance-Based Stock U Stock Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporation

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Califor that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit c parties hereto.

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18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Waiver**. You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future partic electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the mea precedence.

22. **Exchange Control, Tax And/Or Foreign Asset/Account Reporting**. You acknowledge that there may be exchange control, tax, for Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under the Pl report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the tax or other authorities in your co your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledge that it is your advisor for details.

23. **Appendix**. Notwithstanding any provisions in this Agreement, the Performance-Based Stock Units shall be subject to any special terr Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

24. **Committee Policies**. The Performance-Based Stock Units shall be subject to any special terms and conditions set forth in any applic has adopted or will adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

25. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the Plan extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree t foregoing. Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the F (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or r

26. **Acceptance of Agreement**. You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the Ve Vest Date.

* * * *

By accepting your Award in accordance with Section 26 of this Agreement, you agree to be bound by the terms and conditions of this Agre

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys
2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID:	______________________________
Grant Date:	______________________________
Grant Number:	______________________________
Restricted Stock Units:	______________________________
First Vest Date:	______________________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th
this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in conside
Shares or any related benefit thereunder, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Res
one (1) Share, on the terms and conditions set forth herein and in the Plan. By accepting (whether in writing, electronically or otherwise) the Restric
relating thereto, you acknowledge that the Restricted Stock Units and any Shares issued thereunder and your participation in the Plan are subject t

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with th
take a leave of absence, the Company may, at its discretion, suspend vesting during the period of leave or pro-rate the Restricted Stock Units to th
or under the terms of your employment or service agreement, if any, notwithstanding the Company's Vesting Policy for Leaves of Absence.

3. **Termination of Service**.

(a) Except as otherwise provided in Section 3(b) below or Section 4, in the event of the termination of your Service for any rea
jurisdiction where you are employed or providing Service, or the terms of your employment or service agreement, if any), all unvested Restricted S
sentence, your right to vest in the Restricted Stock Units will terminate effective as of the date that you are no longer actively providing Service (or
from Service")) and will not be extended by any notice period mandated under local law (e.g., active Service would not include a period of "garden
discretion to determine when you are no longer actively providing Service for purposes of the Restricted Stock Units.

(b) In the event that you resign or your Service is terminated for any reason other than Cause on or after the date that (x) you
equal to __________ (___), and (z) your age plus your years of Service are at least equal to __________ (___), provided such resignation or the te
(the satisfaction of all of the aforementioned conditions is referred to herein as "Retirement"), all unvested Restricted Stock Units shall immediately

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(c) Notwithstanding any provisions to the contrary in this Agreement, in the event of the termination of your Service for Cause
without consideration.

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Uni
Corporate Transaction and be settled in accordance with Section 5 below. No such accelerated vesting, however, shall occur if and to the extent: (i
by the successor corporation (or parent thereof) or replaced with comparable restricted stock units of the successor corporation (or parent thereof)

corporation which complies with Code Section 409A and preserves the fair market value of the Restricted Stock Units at the time of the Corporate
forth in Section 5 below. The determination of the comparability of restricted stock units under clause (i) shall be made by the Committee, and such

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outs
Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust th
immediately after such Corporate Transaction.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change i
any part of its business or assets.

5. **Settlement of Restricted Stock Units**.

(a) **Settlement Terms**.

i. To the extent you have not elected to defer (or are not eligible to defer) settlement of the Restricted Stock Units an
respect to this Restricted Stock Unit award, the Restricted Stock Units shall be automatically settled in Shares upon vesting of such Restricted Sto

ii. To the extent you have not elected to defer (or are not eligible to defer) settlement of the Restricted Stock Units an
this Restricted Stock Unit award, the Restricted Stock Units shall be automatically settled in Shares upon the regularly scheduled vesting dates of s
upon your Separation from Service), subject to Section 5(c) below.

iii. To the extent you are eligible and have elected to defer settlement of the Restricted Stock Units, the vested portion
from Service and (b) the fixed payment date elected by you, if any, at the time of such deferral (which shall be the first business day of a year no ea
the Committee), subject to Section 5(c) below.

(b) The Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have satisfied any
complies with all applicable law.

(c) Notwithstanding anything in this Section 5 or in this Agreement, in the cases noted in Section 5(a) above, to the extent you
than on account of death), such settlement shall instead occur upon the Company's first business day following the six-month anniversary of your S

(d) Prior to the time that the Restricted Stock Units are settled, you shall have no rights other than those of a general creditor
the Company.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, so
related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), and as a condition to and in consideration of the grant, y
for all Tax-Related Items with respect to the Restricted Stock Units is and remains your responsibility and may exceed the amount, if any, actually w

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that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection
Restricted Stock Units, or the subsequent sale of any Shares acquired at vesting or the receipt of any dividends with respect to such Shares, and (
Restricted Stock Units to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you become subject
taxable event, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or accoun

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, and in order to receive any Shares or othe
to the Company for the satisfaction of any applicable tax, withholding, required deduction and payment on account of any obligations of the Compa
you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any obligations related to Tax-Related Iter
compensation payable to you by the Company or the Employer; (2) withholding from proceeds of the sale of Shares acquired upon settlement of th
the Company (on your behalf pursuant to this authorization); (3) withholding of Shares that would otherwise be issued upon settlement of the Restr
other arrangement approved by the Company.

(c) If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, you are deemed to have been is
a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in t
information necessary to manage your Tax-Related Items withholding and acknowledge that should you fail to provide such information on a timely
amounts from you and it may be necessary for you to seek a refund directly from the tax authorities. Depending on the withholding method, the Co
minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates.

(d) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer acquisition of Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pu

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any wa consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, the Employer or the Compa UNDERSTAND THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSI UNITS. YOU UNDERSTAND THAT THE COMPANY AND THE EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT

8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, op or by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Sto the securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including th instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in ord state, or any other law, including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted be issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this A

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the C or issuance of the Shares issued pursuant

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to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, and acknowledgments relating to complian

[12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any vot Restricted Stock Units are settled in Shares. To the extent you have elected to defer settlement of the Restricted Stock Units, dividend equivalents conditions and restrictions as the Restricted Stock Units to which they attach as set forth in the Plan or this Agreement and will be settled in additio

[12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any vot Restricted Stock Units are settled in Shares. Dividend equivalents shall accrue on the Restricted Stock Units and will be subject to the same condit this Agreement and to the extent vested will be settled in additional Shares upon the settlement of the Restricted Stock Units as set forth in Sectio

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, o the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adm country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources repre Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, inclu administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units o understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessar***

(c) ***You understand that the Data will be held only as long as is necessary to implement, administer and manage your request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse o in writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if yo the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able awards. You further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from these Restricted S***

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on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resou

(d) ***The collection, use and transfer of Data for the purpose of implementing, administering and managing your partic Protection Policy.***

14. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and settlement of the relating to the Restricted Stock Units, you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely fr benefit from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, to the extent permitted by tl

(b) The grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or oth been granted in the past. By accepting these Restricted Stock Units, you expressly acknowledge that there is no obligation on the part of the Comp lieu of Restricted Stock Units. All decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Commi

(c) The Restricted Stock Units and the Shares subject to the Restricted Stock Units and the income and value of the same ar compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represent any portion of your sa calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, leave-related event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Parent, Subsidiary constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any Parent, Subsidiary or Affiliate and whic

(d) You acknowledge that you are voluntarily participating in the Plan.

(e) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason.

(f) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form or amend an emplo or Affiliate.

(g) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you ve or decrease. You also understand that none of the Company, the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exch affect the value of this Award.

(h) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, or the Award to which you are not otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Pare Company and its Parent, Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of c agreed to not pursue such claim and agree to execute any and all documents necessary to request the withdrawal of such claim.

(i) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker de

(j) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Co

(k) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Restricted Stock Units ar Stock Units transferred to, or assumed

---

by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporate Transaction affecting the Common Stoc

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Cali dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of th California or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient whe being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benef parties hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Waiver**. You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed
other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future pa
electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e
Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the m
precedence.

22. **Exchange Control, Tax And/Or Foreign Asset/Account Reporting.** You acknowledge that there may be exchange control, tax,
hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under t
report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the tax or other authorities in your c
your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledge that it is you
advisor for any details.

23. **Appendix**. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and
you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent the C
in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

24. **Committee Policies**. The Restricted Stock Units shall be subject to any special terms and conditions set forth in any applicable p
adopted or will adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

25. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the Pl
Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any
Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted S

(including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or r

26. **Acceptance of Agreement**. You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the
on the First Vest Date.

* * * *

By accepting your Award in accordance with Section 26 of this Agreement, you agree to be bound by the terms and conditions of this Agre

PLEASE PRINT AND KEEP A COPY FOR YOUR

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys
Inc. 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID: ______________________

Grant Date: ______________________

Grant Number: ______________________

Restricted Stock Units: ______________________

First Vest Date: ______________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th
this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in conside
Shares or any related benefit thereunder, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Restrict
(1) Share, on the terms and conditions set forth herein and in the Plan. By accepting (whether in writing, electronically or otherwise) the Restricted
thereto, you acknowledge that the Restricted Stock Units and any Shares issued thereunder and your participation in the Plan are subject to such t

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with the fo
leave of absence, the Company may, at its discretion, suspend vesting during the period of leave or pro-rate the Restricted Stock Units to the exter
under the terms of your employment or service agreement, if any, notwithstanding the Company's Vesting Policy for Leaves of Absence.

3. **Termination of Service**. In the event of the termination of your Service for any reason (whether or not later found to be invalid or in br
the terms of your employment or service agreement, if any), all unvested Restricted Stock Units shall be immediately forfeited without consideratio
terminate effective as of the date that you are no longer providing Service, and the Company shall have the exclusive discretion to determine when

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Units s
Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in connection with the Corp
with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Units are replaced with a cash
preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides for

subsequent pay-out in accordance with the settlement provisions set forth in Section 5 below. The determination of the comparability of restricted s
binding and conclusive.

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outstar
Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust the n
immediately after such Corporate Transaction.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its c
part of its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you are eligible but have not elected to defer settlement of the Restricted Stock U
Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have s
issuance otherwise complies with all applicable laws. To the extent you are eligible but have elected to defer settlement of the Restricted Stock Uni
(a) your separation from service within the meaning of Code Section 409A ("Separation from Service") and (b) the fixed payment date elected by yo
than six years after the year of the Grant Date in accordance with procedures approved by the Committee), provided that the Company shall have
applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units would otherwise be settled upon your Separation from Serv
month anniversary of your Separation from Service. Prior to the time that the Restricted Stock Units are settled, you shall have no rights other than
and unsecured obligation of the Company.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the “Employer”) takes with respect to any and all income tax, social related to your participation in the Plan and legally applicable to you (“Tax-Related Items”), and as a condition to and in consideration of the grant, for all Tax-Related Items with respect to the Restricted Stock Units is and remains your responsibility and may exceed the amount, if any, actually Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restr subsequent sale of any Shares acquired at vesting or the receipt of any dividends with respect to such Shares, and (ii) do not commit to and are ur eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you become subject to taxation in more than one jurisdic the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than o

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, and in order to receive any Shares or other b the Company for the satisfaction of any applicable tax, withholding, required deduction and payment on account of any obligations of the Company authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any obligations related to Tax-Related Items by compensation payable to you by the Company or the Employer; (2) withholding from proceeds of the sale of Shares acquired upon settlement of th the Company (on your behalf pursuant to this authorization); (3) withholding of Shares that would otherwise be issued upon settlement of the Restr other arrangement approved by the Company.

(c) If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, you are deemed to have been issu number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the information necessary to manage your Tax-Related Items withholding and acknowledge that should you fail to provide such information on a timely amounts from you and it may be necessary for you to seek a refund directly from the tax authorities. Depending on the withholding method, the Co minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates.

(d) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer ma acquisition of Shares that cannot be

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satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pursuant to this Agreement unless and

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any warran consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, the Employer or the Compa UNDERSTAND THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSI UNITS. YOU UNDERSTAND THAT THE COMPANY AND THE EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT

8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, optior by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Stock U securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the p instructions to the Company’s transfer agent) if, in the judgment of the Company and the Company’s counsel, such restrictions are necessary in or state, or any other law, including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted St issued to the Company’s transfer agent as the Company and the Company’s counsel deem necessary under applicable law or pursuant to this Agr

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Com issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, an

[12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any v the Restricted Stock Units are settled in Shares. To the extent you have elected to defer settlement of the Restricted Stock Units, dividend equivale same conditions and restrictions as the Restricted Stock Units to which they attach as set forth in the Plan or this Agreement and will be settled in a above.]

[12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any v the Restricted Stock Units are settled in Shares. Dividend equivalents shall accrue on the Restricted Stock Units and will be subject to the same co or this Agreement and to the extent vested will be settled in additional Shares upon the settlement of the Restricted Stock Units as set forth in Sect

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of y Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and ma***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, bu insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adm country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have***

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understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local hu and transfer the Data, in electronic or other form, for

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the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such D Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units or cash from the sale of such Shares Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessary for your participation in the Plan.

(c) ***You understand that the Data will be held only as long as is necessary to implement, administer and manage your pa additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdra writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to g awards. You further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from these Restricted S consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources re***

(d) ***The collection, use and transfer of Data for the purpose of implementing, administering and managing your participa Protection Policy.***

14. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and settlement of the R to the Restricted Stock Units, you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely from from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan

(b) the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other r granted in the past. By accepting these Restricted Stock Units, you expressly acknowledge that there is no obligation on the part of the Company t Restricted Stock Units. All decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Committee.

(c) The Restricted Stock Units and the Shares subject to the Restricted Stock Units and the income and value of the same are n compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represent any portion of your sa calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, leave-related event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Parent, Subsidiary constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any Parent, Subsidiary or Affiliate and whic

(d) You acknowledge that you are voluntarily participating in the Plan.

(e) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you a r Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason.

(f) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form or amend an employm Affiliate.

(g) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you vest i decrease. You also understand that none of the Company, the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exchan the value of this Award.

(h) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from th
whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, or the

employment or service agreement, if any) and, in consideration of the grant of the Award to which you are not otherwise entitled, you irrevocably ag
Affiliates, waive your ability, if any, to bring any such claim, and release the Company and its Parent, Subsidiaries and Affiliates from any such clair
then, by accepting the Award, you shall be deemed irrevocably to have agreed to not pursue such claim and agree to execute any and all documer

(i) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker desig

(j) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Comp

(k) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Restricted Stock Units and t
Stock Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporate T

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Califor
that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State
or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when
being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor
case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit c
parties hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if
provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Waiver**. You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as
other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future partic
electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e
Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the mea
precedence.

22. **Exchange Control, Tax And/Or Foreign Asset/Account Reporting**. You acknowledge that there may be exchange control, tax, for
Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under the Pl
report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the tax or other authorities in your c
your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledge that it is your
advisor for any details.

23. **Appendix**. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and co
you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent the C

that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Pl

24. **Committee Policies**. The Restricted Stock Units shall be subject to any special terms and conditions set forth in any applicable polic
adopted or will adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

25. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the Plan
Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any
Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted S
regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirements

26. **Acceptance of Agreement**. You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the Fir
on the First Vest Date.

* * * *

By accepting your Award in accordance with Section 26 of this Agreement, you agree to be bound by the terms and conditions of this Agre

PLEASE PRINT AND KEEP A COPY FOR YOUR REC

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys
2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID: ______________________

Grant Date: ______________________

Grant Number: ______________________

Restricted Stock Units: ______________________

First Vest Date: ______________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th
this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in conside
Shares or any related benefit thereunder, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Res
one (1) Share, on the terms and conditions set forth herein and in the Plan. By accepting (whether in writing, electronically or otherwise) th
benefit relating thereto, you acknowledge that the Restricted Stock Units and any Shares issued thereunder and your participation in the P

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with th
leave of absence, the Company may, at its discretion, suspend vesting during the period of leave or pro-rate the Restricted Stock Units to the exter
under the terms of your employment or service agreement, if any, notwithstanding the Company's Vesting Policy for Leaves of Absence.

3. **Termination of Service**. In the event of the termination of your Service for any reason (whether or not later found to be invalid or i
or the terms of your employment or service agreement, if any), all unvested Restricted Stock Units shall be immediately forfeited without considera
terminate effective as of the date that you are no longer providing Service, and the Company shall have the exclusive discretion to determine when

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted S
Corporate Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in conn
thereof) or replaced with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Ur
Code Section 409A and preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides
below. The determination of the comparability of restricted stock units under clause (i) shall be made by the Committee, and such determin

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(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outs
Restricted Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust th
immediately after such Corporate Transaction.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change i
any part of its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you are eligible but have not elected to defer settlement of the Restr
of such Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and
below, and such issuance otherwise complies with all applicable laws. To the extent you are eligible but have elected to defer settlement of
Shares upon the earlier of: (a) your separation from service within the meaning of Code Section 409A ("Separation from Service") and (b) t
business day of a year no earlier than six years after the year of the Grant Date in accordance with procedures approved by the Committee
Agreement unless such issuance complies with all applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units
occur upon the Company's first business day following the six-month anniversary of your Separation from Service. Prior to the time that the
of the Company. The Restricted Stock Units represent an unfunded and unsecured obligation of the Company.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income
items related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), and as a condition to and in consideration
ultimate liability for all Tax-Related Items with respect to the Restricted Stock Units is and remains your responsibility and may exceed the a
the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in conne
the Restricted Stock Units, or the subsequent sale of any Shares acquired at vesting or the receipt of any dividends with respect to such S
of the Restricted Stock Units to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you be
any relevant taxable event, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required t

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, and in order to receive any Shares or othe
to the Company for the satisfaction of any applicable tax, withholding, required deduction and payment on account of any obligations of the Compa
you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any obligations related to Tax-Related Iter
compensation payable to you by the Company or the Employer; (2) withholding from proceeds of the sale of Shares acquired upon settlement of th
the Company (on your behalf pursuant to this authorization); (3) withholding of Shares that would otherwise be issued upon settlement of the Restr
other arrangement approved by the Company.

(c) If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, you are deemed to have been is
a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in t
information necessary to manage your Tax-Related Items withholding and acknowledge that should you fail to provide such information on a timely
amounts from you and it may be necessary for you to seek a refund directly from the tax authorities. Depending on the withholding method, the Co
minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates.

(d) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer
acquisition of Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pu

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made
consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, the Employer or the
UNDERSTAND THAT THE LAWS GOVERNING

THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSIONAL TAX, LEGAL AND FINANCIAL AD
COMPANY AND THE EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, NOR IS THE COMPANY OR THE
THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE

8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, op
or by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Sto
the securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including th
instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or
state, or any other law, including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted
be issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this A

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the C
or issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, a

12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any
the Restricted Stock Units are settled in Shares. To the extent you have elected to defer settlement of the Restricted Stock Units, dividend equivale
same conditions and restrictions as the Restricted Stock Units to which they attach as set forth in the Plan or this Agreement and will be settled in a
above.

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or othe***
applicable, the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing,

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adm country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources repre Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, inclu administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units o understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessar***

(c) ***You understand that the Data will be held only as long as is necessary to implement, administer and manage you request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse o in writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if yo the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able awards. You further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from these Restricted S consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources re***

(d) ***The collection, use and transfer of Data for the purpose of implementing, administering and managing your participation Policy.***

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14. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and settleme benefit relating to the Restricted Stock Units, you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived to benefit from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, to the extent per

(b) the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or oth been granted in the past. By accepting these Restricted Stock Units, you expressly acknowledge that there is no obligation on the part of the Comp lieu of Restricted Stock Units. All decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Commi

(c) The Restricted Stock Units and the Shares subject to the Restricted Stock Units and the income and value of the same ar compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represent any portion of your sa calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, leave-related event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Parent, Subsidiary constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any Parent, Subsidiary or Affiliate and whic

(d) You acknowledge that you are voluntarily participating in the Plan.

(e) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason.

(f) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form or amend an emplo or Affiliate.

(g) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you ve or decrease. You also understand that none of the Company, the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exch affect the value of this Award.

(h) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, o the Award to which you are not otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Pare Company and its Parent, Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of c agreed to not pursue such claim and agree to execute any and all documents necessary to request the withdrawal of such claim.

(i) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker de

(j) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Co

(k) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Restricted Stock Units a Stock Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporate

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the Stat any dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive juri courts of California or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient whe being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benef parties hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

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19. **Waiver**. You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future pa electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the m precedence.

22. **Exchange Control, Tax And/Or Foreign Asset/Account Reporting.** You acknowledge that there may be exchange control, tax, hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under t report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the tax or other authorities in your c your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledge that it is you advisor for any details.

23. **Appendix**. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent the C in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

24. **Committee Policies**. The Restricted Stock Units shall be subject to any special terms and conditions set forth in any applicable po adopted or will adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

25. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the P Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted S regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirement

26. **Acceptance of Agreement**. You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the on the First Vest Date.

* * * *

By accepting your Award in accordance with Section 26 of this Agreement, you agree to be bound by the terms and conditions of this Agre

PLEASE PRINT AND KEEP A COPY FOR YOUR REC

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisc Systems, Inc. 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID: ______________________

Grant Date: ______________________

Grant Number: ______________________

Restricted Stock Units: ______________________

First Vest Date: ______________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th
this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in conside
Shares or any related benefit thereunder, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Res
one (1) Share, on the terms and conditions set forth herein and in the Plan. By accepting (whether in writing, electronically or otherwise) the Restric
relating thereto, you acknowledge that the Restricted Stock Units and any Shares issued thereunder and your participation in the Plan are subject t

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with th
Section 4 below. If you take a leave of absence, the Company may, at its discretion, suspend vesting during the period of leave or pro-rate the Res
you are providing Service or under the terms of your employment or service agreement, if any, notwithstanding the Company's Vesting Policy for Le

3. **Termination of Service**. In the event of the termination of your Service for any reason (whether or not later found to be invalid or i
or the terms of your employment or service agreement, if any), all unvested Restricted Stock Units shall be immediately forfeited without considera
terminate effective as of the date that you are no longer providing Service, and the Company shall have the exclusive discretion to determine when

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Uni
Corporate Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in connection w
replaced with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Units are replaced wit
and preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides for subsequent pay-out in a

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determination of the comparability of restricted stock units under clause (i) shall be made by the Committee, and such determination shall be final,

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outs
Restricted Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust th
immediately after such Corporate Transaction.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change i
any part of its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you are eligible but have not elected to defer settlement of the Restricted Sto
Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have s
issuance otherwise complies with all applicable laws. To the extent you are eligible but have elected to defer settlement of the Restricted Stock Uni
(a) your separation from service within the meaning of Code Section 409A ("Separation from Service") and (b) the fixed payment date elected by yo
than six years after the year of the Grant Date in accordance with procedures approved by the Committee), provided that the Company shall have
applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units would otherwise be settled upon your Separation from Serv
month anniversary of your Separation from Service. Prior to the time that the Restricted Stock Units are settled, you shall have no rights other than
and unsecured obligation of the Company.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, social taxe
your participation in the Plan and legally applicable to you ("Tax-Related Items"), and as a condition to and in consideration of the grant, vesting, ar
Related Items with respect to the Restricted Stock Units is and remains your responsibility and may exceed the amount actually withheld by the Co
make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock U
sale of any Shares acquired at vesting or the receipt of any dividends with respect to such Shares, and (ii) do not commit to and are under no oblig
your liability for Tax-Related Items or achieve any particular tax result. Further, if you become subject to taxation in more than one jurisdiction betw
Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, and in order to receive any Shares or other benefi Company for the satisfaction of any applicable tax, withholding, required deduction and payment on account of any obligations of the Company anc authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any obligations related to Tax-Related Items b compensation payable to you by the Company or the Employer; (2) withholding from proceeds of the sale of Shares acquired upon settlement of th the Company (on your behalf pursuant to this authorization); (3) withholding of Shares that would otherwise be issued upon settlement of the Restr other arrangement approved by the Company. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, you are d Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any asp broker/administrator with the information necessary to manage your Tax-Related Items withholding and acknowledge that should you fail to provide be obligated to withhold amounts from you and it may be necessary for you to seek a refund directly from the tax authorities. Depending on the witl considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates.

(c) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be of Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pursuant to th

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any wa consequences of the transactions

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contemplated by this Agreement, and you are in no manner relying on the Company, the Employer or the Company's or the Employer's representa GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSIONAL TAX, LEGAL AND FINANCI THE COMPANY AND THE EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, NOR IS THE COMPANY OR THE E AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDIN(

8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, op or by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Sto the securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including th instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or state, or any other law, including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted be issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this A

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the C or issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, a

12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any the Restricted Stock Units are settled in Shares. To the extent you have elected to defer settlement of the Restricted Stock Units, dividend equivale same conditions and restrictions as the Restricted Stock Units to which they attach as set forth in the Plan or this Agreement and will be settled in a above.

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and ma***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, but not insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adm country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources repre Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, inclu administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units o understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessar***

(c) ***You understand that the Data will be held only as long as is necessary to implement, administer and manage your partici additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdra writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to g awards. You further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from these Restricted S consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources re***

(d) ***The collection, use and transfer of Data for the purpose of implementing, administering and managing your participation Policy.***

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14. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and settlement of the Restrict Restricted Stock Units, you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely from the d discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and there is no obligation on the part of the Company to continue the Plan and/or grant any additional Restricted Stock Units to you or benefits in lieu o decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Committee.

(b) The Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or c part of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration for any pu redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no even Company, the Employer or any Parent, Subsidiary or Affiliate. The value of the Restricted Stock Units is an extraordinary item that does not constit any Parent, Subsidiary or Affiliate and which is outside the scope of your written employment or service agreement (if any).

(c) You acknowledge that you are voluntarily participating in the Plan.

(d) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you a right to The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason.

(e) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form an employment contract or

(f) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you vest in the decrease. You also understand that none of the Company, the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exchan the value of this Award.

(g) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the tern whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, or the Award to which you are not otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Parent, Company and its Parent, Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of c agreed to not pursue such claim and agree to execute any and all documents necessary to request the withdrawal of such claim.

(h) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker designate

(i) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Company.

(j) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Restricted Stock Units and the be Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporate Transa

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Cali dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of th California or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient whe being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benef parties hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

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19. **Waiver**. You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future pa electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the m precedence.

22. **Appendix**. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent the C in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

23. **Committee Policies**. The Restricted Stock Units shall be subject to any special terms and conditions set forth in any applicable po adopted or will adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

24. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the P Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any

Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted S
regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirements

25. **Acceptance of Agreement**. You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the on the First Vest Date.

* * * *

By accepting your Award in accordance with Section 25 of this Agreement, you agree to be bound by the terms and conditions of this Agre

PLEASE PRINT AND KEEP A COPY FOR YOUR REC

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID: ______________________

Grant Date: ______________________

Grant Number: ______________________

Restricted Stock Units: ______________________

First Vest Date: ______________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in conside Shares or any related benefit thereunder, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Res one (1) Share, on the terms and conditions set forth herein and in the Plan. By accepting (whether in writing, electronically or otherwise) the Restric relating thereto, you acknowledge that the Restricted Stock Units and any Shares issued thereunder and your participation in the Plan are subject t

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with th granted pursuant to this Agreement shall vest on the First Vest Date and on each anniversary thereafter, unless otherwise provided by the Plan or vesting during the period of leave or pro-rate the Restricted Stock Units to the extent permitted under the employment laws in the jurisdiction where notwithstanding the Company's Vesting Policy for Leaves of Absence.

3. **Termination of Service**. In the event of the termination of your Service for any reason (whether or not later found to be invalid or i or the terms of your employment or service agreement, if any), all unvested Restricted Stock Units shall be immediately forfeited without considera terminate effective as of the date that you are no longer providing Service, and the Company shall have the exclusive discretion to determine when

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Uni Corporate Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in connection w replaced with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Units are replaced wit and preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides for subsequent pay-out in a comparability of restricted stock units under clause (i) shall be made by the Committee, and such determination shall be final, binding and conclusi

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outs Restricted Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust th immediately after such Corporate Transaction.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change i any part of its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you are eligible but have not elected to defer settlement of the Restricted Sto Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have s issuance otherwise complies with all applicable laws. To the extent you are eligible but have elected to defer settlement of the Restricted Stock Uni (a) your separation from service within the meaning of Code Section 409A ("Separation from Service") and (b) the fixed payment date elected by yo than six years after the year of the Grant Date in accordance with procedures approved by the Committee), provided that the Company shall have applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units would otherwise be settled upon your Separation from Serv month anniversary of your Separation from Service. Prior to the time that the Restricted Stock Units are settled, you shall have no rights other than and unsecured obligation of the Company.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, so related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), and as a condition to and in consideration of the grant, y for all Tax-Related Items with respect to the Restricted Stock Units is and remains your responsibility and may exceed the amount actually withheld Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restr subsequent sale of any Shares acquired at vesting or the receipt of any dividends with respect to such Shares, and (ii) do not commit to and are ur eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you become subject to taxation in more than one jurisdic the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than o

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, and in order to receive any Shares or othe to the Company for the satisfaction of any applicable tax, withholding, required deduction and payment on account of any obligations of the Compa you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any obligations related to Tax-Related Iten compensation payable to you by the Company or the Employer; (2) withholding from proceeds of the sale of Shares acquired upon settlement of th the Company (on your behalf pursuant to this authorization); (3) withholding of Shares that would otherwise be issued upon settlement of the Restr other arrangement approved by the Company. If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, you are d Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any asp broker/administrator with the information necessary to manage your Tax-Related Items withholding and acknowledge that should you fail to provide be obligated to withhold amounts from you and it may be necessary for you to seek a refund directly from the tax authorities. Depending on the witl considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates.

(c) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer acquisition of Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pu

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any wa consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, the Employer or the Compa UNDERSTAND THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSI UNITS. YOU UNDERSTAND THAT THE COMPANY AND THE EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT

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8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, op or by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Sto the securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including th instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or state, or any other law, including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted be issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this A

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the C or issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, a

12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any the Restricted Stock Units are settled in Shares. To the extent you have elected to defer settlement of the Restricted Stock Units with a First Vest D the Restricted Stock Units and will be subject to the same conditions and restrictions as the Restricted Stock Units to which they attach as set forth Restricted Stock Units as set forth in Section 5 above.

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, o the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir***

entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adm country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources repre Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, inclu administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units o understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessa

(c) ***You understand that the Data will be held only as long as is necessary to implement, administer and manage you request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse o in writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if yo the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able awards. You further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from these Restricted S consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources re***

(d) ***The collection, use and transfer of Data for the purpose of implementing, administering and managing your parti Protection Policy.***

14. **No Entitlement or Claims for Compensation**. As a condition to, and in consideration of, the grant, vesting, and settlement of the relating to the Restricted Stock Units, you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely fr benefit from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise provided i acknowledge that there is no obligation on the part of the Company to continue the Plan and/or grant any additional Restricted Stock Units to you c the past. All decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Committee.

(b) The Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension ri nature, or part of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no ever Company, the Employer or any Parent, Subsidiary or Affiliate. The value of the Restricted Stock Units is an extraordinary item that does not constit any Parent, Subsidiary or Affiliate and which is outside the scope of your written employment or service agreement (if any).

(c) You acknowledge that you are voluntarily participating in the Plan.

(d) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason.

(e) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form an employment co Affiliate.

(f) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you ve decrease. You also understand that none of the Company, the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exchan the value of this Award.

(g) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, o the Award to which you are not otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Pare Company and its Parent, Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of c agreed to not pursue such claim and agree to execute any and all documents necessary to request the withdrawal of such claim.

(h) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker de

(i) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Co

(j) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Restricted Stock Units ar Stock Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporate

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Cali dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of th California or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient whe being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benef parties hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Waiver**. You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future pa electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e

Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the m
precedence.

22. **Appendix**. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and
you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent the C
in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

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23. **Committee Policies**. The Restricted Stock Units shall be subject to any special terms and conditions set forth in any applicable po
adopted or will adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

24. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the P
Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any
Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted S
regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirements

25. **Acceptance of Agreement**. You may accept this Award either by (a) clicking on the "***I agree***" button below at any time before the
on the First Vest Date.

* * * *

By accepting your Award in accordance with Section 25 of this Agreement, you agree to be bound by the terms and conditions of this Agre

PLEASE PRINT AND KEEP A COPY FOR YOUR REC

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys
2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID:	
Grant Date:	
Grant Number:	
Restricted Stock Units:	
First Vest Date:	

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th
this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Comp
value of one (1) Share, on the terms and conditions set forth herein and in the Plan.

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with th
pursuant to this Agreement shall vest on the First Vest Date and on each anniversary thereafter, unless otherwise provided by the Plan or Section 4
during the period of leave to the extent permitted under the employment laws in the jurisdiction where you are providing Service or under the terms

3. **Termination of Service**. In the event of the termination of your Service for any reason (whether or not later found to be invalid or i
or the terms of your employment or service agreement, if any), all unvested Restricted Stock Units shall be immediately forfeited without considera

terminate effective as of the date that you are no longer providing Service, and the Company shall have the exclusive discretion to determine wher

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Uni Corporate Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in connection w replaced with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Units are replaced wit and preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides for subsequent pay-out in a comparability of restricted stock units under clause (i) shall be made by the Committee, and such determination shall be final, binding and conclusi

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outs Restricted Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust th immediately after such Corporate Transaction.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change i any part of its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you are eligible but have not elected to defer settlement of the Restricted Sto Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have s issuance otherwise complies with all applicable laws. To the extent you are eligible but have elected to defer settlement of the Restricted Stock Uni (a) your separation from service within the meaning of Code Section 409A ("Separation from Service") and (b) the fixed payment date elected by yo than six years after the year of the Grant Date in accordance with procedures approved by the Committee), provided that the Company shall have applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units would otherwise be settled upon your Separation from Serv month anniversary of your Separation from Service. Prior to the time that the Restricted Stock Units are settled, you shall have no rights other than and unsecured obligation of the Company.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, so related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), you acknowledge that the ultimate liability for all Tax-Re exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make n with any aspect of the Restricted Stock Units, including the grant, vesting or settlement of the Restricted Stock Units, or the subsequent sale of any do not commit to and are under no obligation to structure the terms or any aspect of the Restricted Stock Units to reduce or eliminate your liability f taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/ Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, you agree to make arrangements satisfac and payment on account of any obligations of the Company and/or the Employer that arise in connection with the Restricted Stock Units. In this reg discretion, to satisfy any obligations related to Tax-Related Items by one or a combination of the following: (1) withholding from your wages or other proceeds of the sale of Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale Shares that would otherwise be issued upon settlement of the Restricted Stock Units; or (4) requiring you to satisfy the liability for Tax-Related Item Items is satisfied by withholding Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Re purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the Plan. You agree to provide the Company and/or i Item withholding and acknowledge that should you fail to provide such information on a timely basis, the Company and/or its stock plan broker/adm seek a refund directly from the tax authorities. To avoid financial accounting charges under applicable accounting guidance, the Company may with take any other action required to avoid financial accounting charges under applicable accounting guidance. If the Company does not satisfy the ob the sale of Shares acquired upon settlement of the Restricted Stock Units, the Company may withhold or account for Tax-Related Items by conside amount in cash to the extent that any over-withheld amount has not otherwise been remitted to the applicable tax authority and will have no entitler

(c) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer acquisition of Shares

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that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pursuant to this Agreem

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any wa consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, the Employer's or the Com

UNDERSTAND THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSI
UNITS. YOU UNDERSTAND THAT THE COMPANY AND THE EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE,
REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT

8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, o
or by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted St
the securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including th
instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or
state, or any other law, including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted
be issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the C
or issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties,

12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any
the Restricted Stock Units are settled in Shares. To the extent you have elected to defer settlement of the Restricted Stock Units with a First Vest D
the Restricted Stock Units and will be subject to the same conditions and restrictions as the Restricted Stock Units to which they attach as set forth
Restricted Stock Units as set forth in Section 5 above.

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form,
the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including,
insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir
entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm
be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adm
country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have
may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources repre
Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, incl
administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units o
understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessa***

(c) ***You understand that the Data will be held only as long as is necessary to implement, administer and manage you
request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse o
in writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if yo
the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company
administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to ves
the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may***

14. **No Entitlement or Claims for Compensation**.

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely fr
benefit from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise provided i
acknowledge that there is no obligation on the part of the Company to continue the Plan and/or grant any additional Restricted Stock Units to you o
the past. All decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Committee.

(b) The Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension ri
nature, or part of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration
redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no ever
Company, the Employer or any Parent, Subsidiary or Affiliate. The value of the Restricted Stock Units is an extraordinary item that does not constit
any Parent, Subsidiary or Affiliate and which is outside the scope of your written employment or service agreement (if any).

(c) You acknowledge that you are voluntarily participating in the Plan.

(d) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you
Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason.

(e) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form an employment co
Affiliate.

(f) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you ve
decrease. You also understand that none of the Company, the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exchan

the value of this Award.

(g) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from
and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, or
the Award to which you are not otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Pare
Company and its Parent, Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of c
agreed to not pursue such claim and agree to execute any and all documents necessary to request the withdrawal of such claim.

(h) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker de

(i) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Co

(j) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Restricted Stock Units ar
Stock Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporate T

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15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Cali
dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of th
California or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient whe
being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor
case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benef
parties hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided,
other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Waiver**. You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed
other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future pa
electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e
Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the m
precedence.

22. **Appendix**. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and
you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent the C
in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

23. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the P
Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any
Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted S
regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirements

24. **Acceptance of Agreement**. You must expressly accept the terms and conditions of your Restricted Stock Units as set forth in this
this Agreement to you. If you do not accept your Restricted Stock Units in the manner instructed by the Company, your Restricted Stock Units will b

* * * *

You acknowledge that by clicking on the ***I agree*** button below, you agree to be

PLEASE PRINT AND KEEP A COPY FOR YOUR REC

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the “Agreement”) is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys
2005 Stock Incentive Plan (the “Plan”). The material terms of this Stock Unit Award are as follows:

Employee ID:	______________________________
Grant Date:	______________________________
Grant Number:	______________________________
Restricted Stock Units:	______________________________
First Vest Date:	______________________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th
this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Restrict
(1) Share, on the terms and conditions set forth herein and in the Plan.

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with the fo
granted pursuant to this Agreement shall vest on the First Vest Date and on each ____ anniversary thereafter, unless otherwise provided by the Pl
suspend vesting during the period of leave to the extent permitted under the employment laws in the jurisdiction where you are providing Service o

3. **Termination of Service**. In the event of the termination of your Service for any reason (whether or not later found to be invalid or in br
the terms of your employment or service agreement, if any), all unvested Restricted Stock Units shall be immediately forfeited without consideratio
terminate effective as of the date that you are no longer providing Service, and the Company shall have the exclusive discretion to determine whe

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Units s
Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in connection with the Cor
with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Units are replaced with a cash
preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides for subsequent pay-out in acco
comparability of restricted stock units under clause (i) shall be made by the Committee, and such determination shall be final, binding and conclusi

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outsta
Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust the n
immediately after such Corporate Transaction.

(d) To the extent the Restricted Stock Units are outstanding at the time of a Change in Control, such Restricted Stock Units shall
shall become vested in full at that time and settled in accordance with Section 5 below.

(e) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its c
part of its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you are eligible but have not elected to defer settlement of the Restricted Stock
Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have s
issuance otherwise complies with all applicable laws. To the extent you are eligible but have elected to defer settlement of the Restricted Stock Uni
(a) your separation from service within the meaning of Code Section 409A (“Separation from Service”) and (b) the fixed payment date elected by y
than six years after the year of the Grant Date in accordance with procedures approved by the Committee), provided that the Company shall have
applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units would otherwise be settled upon your Separation from Ser
month anniversary of your Separation from Service. Prior to the time that the Restricted Stock Units are settled, you shall have no rights other than
and unsecured obligation of the Company.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, social
related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), you acknowledge that the ultimate liability for all Tax-Re
exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make n
with any aspect of the Restricted Stock Units, including the grant, vesting or settlement of the Restricted Stock Units, or the subsequent sale of any
do not commit to and are under no obligation to structure the terms or any aspect of the Restricted Stock Units to reduce or eliminate your liability f
taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/
Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, you agree to make arrangements satisfactor
payment on account of any obligations of the Company and/or the Employer that arise in connection with the Restricted Stock Units. In this regard,
satisfy any obligations related to Tax-Related Items by one or a combination of the following: (1) withholding from your wages or other cash compe
sale of Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the
otherwise be issued upon settlement of the Restricted Stock Units; or (4) requiring you to satisfy the liability for Tax-Related Items by means of any
by withholding Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Restricted Stock Uni
Tax-Related Items due as a result of any aspect of your participation in the Plan. You agree to provide the Company and/or its stock plan broker/ad
acknowledge that should you fail to provide such information on a timely basis, the Company and/or its stock plan broker/administrator may be obli
from the tax authorities. To avoid financial accounting charges under applicable accounting guidance, the Company may withhold or account for Ta
required to avoid financial accounting charges under applicable accounting guidance. If the Company does not satisfy the obligation for Tax-Relate
acquired upon settlement of the Restricted Stock Units, the Company may withhold or account for Tax-Related Items by considering maximum app
extent that any over-withheld amount has not otherwise been remitted to the applicable tax authority and will have no entitlement to the Common S

(c) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer ma
acquisition of Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pu

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any warran
consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, the Employer's or the Com
UNDERSTAND THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSI
UNITS. YOU UNDERSTAND THAT THE COMPANY AND THE EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE,
REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT

8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, optior
by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Stock U
securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the p
instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or
state, or any other law, including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted St
issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agr

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Com
issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, an

12. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any vo
Restricted Stock Units are settled in Shares. To the extent you have elected to defer settlement of the Restricted Stock Units with a First Vest Date
Restricted Stock Units and will be subject to the same conditions and restrictions as the Restricted Stock Units to which they attach as set forth in t
Restricted Stock Units as set forth in Section 5 above.

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of y***
Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and ma

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, bu***
insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir
entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm
be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adm
country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have
may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources repres
Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, inclu
administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units o

Furthermore, you acknowledge and understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliate

(c) ***You understand that the Data will be held only as long as is necessary to implement, administer and manage your pa additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdra writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you l Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company wo or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to vest in or reali more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your l***

14. **No Entitlement or Claims for Compensation**.

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely from from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise provided in the Pl that there is no obligation on the part of the Company to continue the Plan and/or grant any additional Restricted Stock Units to you or benefits in li decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Committee.

(b) The Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension righ nature, or part of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no ever Company, the Employer or any Parent, Subsidiary or Affiliate. The value of the Restricted Stock Units is an extraordinary item that does not constit any Parent, Subsidiary or Affiliate and which is outside the scope of your written employment or service agreement (if any).

(c) You acknowledge that you are voluntarily participating in the Plan.

(d) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you a r Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason.

(e) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form an employment contra

(f) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you vest ir decrease. You also understand that none of the Company, the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exchan the value of this Award.

(g) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from th whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, or the Award to which you are not otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Parent, Company and its Parent, Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of c agreed to not pursue such claim and agree to execute any and all documents necessary to request the withdrawal of such claim.

(h) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker desig

(i) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Comp

(j) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Restricted Stock Units and tl Stock Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporate T

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Califor that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpor case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit c parties hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if p
provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Waiver**. You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as
other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future partic
electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e
Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the mea
precedence.

22. **Appendix**. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and co
you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent the C
in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

23. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the Plan
Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any
Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted S
regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirements

24. **Acceptance of Agreement**. You must expressly accept the terms and conditions of your Restricted Stock Units as set forth in this Ag
this Agreement to you. If you do not accept your Restricted Stock Units in the manner instructed by the Company, your Restricted Stock Units will b

* * * *

You acknowledge that by clicking on the ***I agree*** button below, you agree to be bound by the terms of this Agreement.

PLEASE PRINT AND KEEP A COPY FOR YOUR RI

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys
2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID:	______________________
Grant Date:	______________________
Grant Number:	______________________
Restricted Stock Units:	______________________
First Vest Date:	______________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In th
this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Res
one (1) Share, on the terms and conditions set forth herein and in the Plan.

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with th
Stock Units granted pursuant to this Agreement shall vest on the First Vest Date and on each ______ anniversary thereafter, unless otherwise prov

discretion, suspend vesting during the period of leave to the extent permitted under the employment laws in the jurisdiction where you are providing
Restricted Stock Units are settled, you shall have no rights other than those of a general creditor of the Company. The Restricted Stock Units repre

3. **Termination of Service**. In the event of the termination of your Service for any reason (whether or not later found to be invalid or i or the terms your employment or service agreement, if any), all unvested Restricted Stock Units shall be immediately forfeited without consideratio terminate effective as of the date that you are no longer providing Service; the Company shall have the exclusive discretion to determine when you

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Uni Corporate Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in connection w replaced with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Units are replaced wit and preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides for subsequent pay-out in a comparability of restricted stock units under clause (i) shall be made by the Committee, and such determination shall be final, binding and conclusi

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outs Restricted Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust th immediately after such Corporate Transaction.

(d) To the extent the Restricted Stock Units are outstanding at the time of a Change in Control, such Restricted Stock Units sh shall become vested in full at that time and settled in accordance with Section 5 below.

(e) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change i any part of its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you are eligible but have not elected to defer settlement of the Restricted St Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have s issuance otherwise complies with all applicable laws. To the extent you are eligible but have elected to defer settlement of the Restricted Stock Uni (a) your separation from service within the meaning of Code Section 409A (“Separation from Service”) and (b) the fixed payment date elected by y than six years after the year of the Grant Date in accordance with procedures approved by the Committee), provided that the Company shall have applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units would otherwise be settled upon your Separation from Ser month anniversary of your Separation from Service.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the “Employer”) takes with respect to any and all income tax, so related to your participation in the Plan and legally applicable to you (“Tax-Related Items”), you acknowledge that the ultimate liability for all Tax-Re exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make n with any aspect of the Restricted Stock Units, including the grant, vesting or settlement of the Restricted Stock Units, or the subsequent sale of any do not commit to and are under no obligation to structure the terms or any aspect of the Restricted Stock Units to reduce or eliminate your liability f taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/ Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, you agree to make arrangements satisfac and payment on account obligations of the Company and/or the Employer that arise in connection with the Restricted Stock Units. In this regard, y satisfy any obligations related to Tax-Related Items by one or a combination of the following: (1) withholding from your wages or other cash compe sale of Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the otherwise be issued upon settlement of the Restricted Stock Units; or (4) requiring you to satisfy the liability for Tax-Related Items by means of any by withholding of Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Restricted Stock U the Tax-Related Items due as a result of any aspect of your participation in the Plan. You agree to provide the Company and/or its stock plan broke acknowledge that should you fail to provide such information on a timely basis, the Company and/or its stock plan broker / administrator may be ob from the tax authorities. To avoid financial accounting charges under applicable accounting guidance, the Company may withhold or account for Ta required to avoid financial accounting charges under applicable accounting guidance. If the Company does not satisfy the obligation for Tax-Relate acquired upon settlement of the Restricted Stock Units, the Company may withhold or account for Tax-Related Items by considering maximum app extent that any over-withheld amount has not otherwise been remitted to the applicable tax authority and will have no entitlement to the Common S

(c) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer acquisition of Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pursuant to this Agreement unless and

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any wa consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, the Employer's or the Com UNDERSTAND THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSI UNITS. YOU UNDERSTAND THAT THE COMPANY AND THE EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT

8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, op or by operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Sto the securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including th instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or state, or any other law, including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted be issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the C or issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties,

12. **Voting and Other Rights**. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and priv Shares. In addition, you shall not have any rights to dividend equivalent payments with respect to Restricted Stock Units.

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13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, c the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and

(b) You understand that the Company and the Employer may hold certain personal information about you, including, insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or dir entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, adm be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, adm country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources repre Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, inclu administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units o understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessa

(c) You understand that the Data will be held only as long as is necessary to implement, administer and manage you request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse o in writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if yo the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to ves the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may c

14. **No Entitlement or Claims for Compensation**.

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely fr benefit from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise provided i acknowledge that there is no obligation on the part of the Company to continue the Plan and/or grant any additional Restricted Stock Units to you c the past. All decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Committee.

(b) The Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension ri nature, or part of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no ever Company, the Employer or any Parent, Subsidiary or Affiliate. The value of the Restricted Stock Units is an extraordinary item that does not constit any Parent, Subsidiary or Affiliate and which is outside the scope of your written employment or service agreement (if any).

(c) You acknowledge that you are voluntarily participating in the Plan.

(d) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason.

(e) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form an employment co Affiliate.

(f) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you ve decrease. You also understand that none of the Company, the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exchan the value of this Award.

(g) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, o Award to which you are not otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Parent, Company and its Parent, Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of c agreed to not pursue such claim and agree to execute any and all documents necessary to request the withdrawal of such claim.

(h) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker d

(i) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Co

(j) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Restricted Stock Units a Stock Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporate

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of Cali dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of th California or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient whe being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpo case, as subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the bene parties hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Waiver**. You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed other participant.

20. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future pa electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e Company.

21. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the m precedence.

22. **Appendix**. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent the in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

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23. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the P
Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any
Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted S
regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirement

24. **Acceptance of Agreement**. You must expressly accept the terms and conditions of your Restricted Stock Units as set forth in this
this Agreement to you. If you do not accept your Restricted Stock Units in the manner instructed by the Company, your Restricted Stock Units will b

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You acknowledge that by clicking on the ***I agree*** button below, you agree to be bound by the terms of this Agreement.

PLEASE PRINT AND KEEP A COPY FOR YOUR RI

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Systen
2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Employee ID:	______________________
Grant Date:	______________________
Grant Number:	______________________
Restricted Stock Units:	______________________
First Vest Date:	______________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the e
this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Restricted S
(1) Share, on the terms and conditions set forth herein and in the Plan.

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with the followi
pursuant to this Agreement shall vest on the First Vest Date and on each __________ anniversary thereafter, unless otherwise provided by the Pla
vesting during the period of leave to the extent permitted under applicable local law. Prior to the time that the Restricted Stock Units are settled, yo
Units represent an unfunded and unsecured obligation of the Company.

3. **Termination of Service**. In the event of the termination of your Service for any reason (whether or not in breach of local labor laws), all unv
of the preceding sentence, your right to vest in the Restricted Stock Units will terminate effective as of the date that you are no longer actively provi
Service would not include a period of "garden leave" or similar period pursuant to local law); the Company shall have the exclusive discretion to de
Units.

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Units shall aut
Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in connection with the Corp
with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Units are replaced with a cash
preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides for subsequent pay-out in accor
comparability of restricted stock units under clause (i) shall be made by the Committee, and such determination shall be final, binding and conclusi

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outstanding, ex
Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust the number c
after such Corporate Transaction.

(d) To the extent the Restricted Stock Units are outstanding at the time of a Change in Control, such Restricted Stock Units shall automa
become vested in full at that time and settled in accordance with Section 5 below.

(e) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or
its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you are eligible but have not elected to defer settlement of the Restricted Stock Units
Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have s
issuance otherwise complies with all applicable law. To the extent you are eligible but have elected to defer settlement of the Restricted Stock Units
(a) your separation from service within the meaning of Code Section 409A ("Separation from Service") and (b) the fixed payment date elected by yo
than six years after the year of the Grant Date in accordance with procedures approved by the Committee), provided that the Company shall have
applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units would otherwise be settled upon your Separation from Serv
month anniversary of your Separation from Service.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, social taxes o
your participation in the Plan and legally applicable to you ("Tax-Related Items"), you acknowledge that the ultimate liability for all Tax-Related Item
the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make no repres
any aspect of the Restricted Stock Units, including the grant, vesting or settlement of the Restricted Stock Units, or the subsequent sale of any Sha
commit to and are under no obligation to structure the terms or any aspect of the Restricted Stock Units to reduce or eliminate your liability for Tax-
more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or the Emp
Items in more than one jurisdiction.

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, you agree to make arrangements satisfactory to the
on account obligations of the Company and/or the Employer that arise in connection with the Restricted Stock Units. In this regard, you authorize th
obligations related to Tax-Related Items by one or a combination of the following: (1) withholding from your wages or other cash compensation pay
acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on y
issued upon settlement of the Restricted Stock Units; or (4) requiring you to satisfy the liability for Tax-Related Items by means of any other arrange
withholding of Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Restricted Stock Uni
Tax-Related Items due as a result of any aspect of your participation in the Plan. To avoid financial accounting charges under applicable accounting
applicable minimum statutory rates or may take any other action required to avoid financial accounting charges under applicable accounting guidar

(c) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be rec
Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pursuant to this A

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any warranties o
of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, your Employer's or the Company's or the E
THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSIONAL TAX, LEG
UNDERSTAND THAT THE COMPANY AND YOUR EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, NOR IS TH

REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT

8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, optioned, t
operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Stock Units
securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the p
instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or
state, or any other law including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted Stock U
issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agr

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Company
issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, an

12. **Voting and Other Rights**. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges o
In addition, you shall not have any rights to dividend equivalent payments with respect to Restricted Stock Units.

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your per Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and ma***

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, but not lin number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or directorships Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, administering and the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, administration and m including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have different data privacy the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize form, for the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units or cash from the sale of s transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessary for your participat***

(c) ***You understand that Data will be held only as long as is necessary to implement, administer and manage your participation information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the con further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from these Restricted Stock Units, ar your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative***.

14. **No Entitlement or Claims for Compensation**.

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely from the disc discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and there is no obligation on the part of the Company to continue the Plan and/or grant any additional Restricted Stock Units to you or benefits in lieu o

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repeatedly in the past. All decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Committee.

(b) The Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or cor of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration for any purpose dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, and in no event should be c Employer or any Parent, Subsidiary or Affiliate. The value of the Restricted Stock Units is an extraordinary item that does not constitute compensat Subsidiary or Affiliate and which is outside the scope of your written employment agreement (if any).

(c) You acknowledge that you are voluntarily participating in the Plan.

(d) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you a right to re The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason, subject to applicable laws, the Co

(e) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form an employment contract or rel

(f) The future value of the underlying Shares is unknown and cannot be predicted with certainty and if you vest in the Restricted Stock Ur understand that neither the Company, nor the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exchange fluctuation be this Award.

(g) In consideration of the grant of the Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from forfei the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and the Empl found by a court of competent jurisdiction to have arisen, you shall be deemed irrevocably to have waived your entitlement to pursue such claim.

(h) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker designated b

(i) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Company.

(j) The Restricted Stock Units and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a r

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of California w may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of C the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when delive deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corporate off subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the
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23. **Acceptance of Agreement**. You must expressly accept the terms and conditions of your Restricted Stock Units as set forth in this Agreer
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You acknowledge that by clicking on the ***I agree*** button below, you agree to be bound by the terms of this Agreement.

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Employee ID:	______________________
Grant Date:	______________________
Grant Number:	______________________
Restricted Stock Units:	______________________
First Vest Date:	______________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the e
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In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Restricted S
(1) Share, on the terms and conditions set forth herein and in the Plan.

2. **Vesting of Restricted Stock Units**. So long as your Service continues, the Restricted Stock Units shall vest in accordance with the followi
this Agreement shall vest on the First Vest Date and on each anniversary thereafter, unless otherwise provided by the Plan or Section 4 belo
period of leave to the extent permitted under applicable local law. Prior to the time that the Restricted Stock Units are settled, you shall have no rig
an unfunded and unsecured obligation of the Company.

3. **Termination of Service**. In the event of the termination of your Service for any reason (whether or not in breach of local labor laws), all un
of the preceding sentence, your right to vest in the Restricted Stock Units will terminate effective as of the date that you are no longer actively prov
Service would not include a period of "garden leave" or similar period pursuant to local law); the Company shall have the exclusive discretion to de
Units.

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Units shall aut
Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in connection with the Cor
with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Units are replaced with a cash
preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides for subsequent pay-out in acco
comparability of restricted stock units under clause (i) shall be made by the Committee, and such determination shall be final, binding and conclus

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outstanding, e
Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust the number
after such Corporate Transaction.

(d) To the extent the Restricted Stock Units are outstanding at the time of a Change in Control, such Restricted Stock Units shall automa
become vested in full at that time and settled in accordance with Section 5 below.

(e) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital o
its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you are eligible but have not elected to defer settlement of the Restricted Stock Units
Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have
issuance otherwise complies with all applicable law. To the extent you are eligible but have elected to defer settlement of the Restricted Stock Unit
(a) your separation from service within the meaning of Code Section 409A ("Separation from Service") and (b) the fixed payment date elected by y
than five years after the year of the Grant Date in accordance with procedures approved by the Committee), provided that the Company shall have
applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units would otherwise be settled upon your Separation from Ser
month anniversary of your Separation from Service.

6. **Taxes**.

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, social taxes o
your participation in the Plan and legally applicable to you ("Tax-Related Items"), you acknowledge that the ultimate liability for all Tax-Related Item
the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make no repres
any aspect of the Restricted Stock Units, including the grant, vesting or settlement of the Restricted Stock Units, or the subsequent sale of any Sh
commit to and are under no obligation to structure the terms or any aspect of the Restricted Stock Units to reduce or eliminate your liability for Tax-
more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or the Em
Items in more than one jurisdiction.

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, you agree to make arrangements satisfactory to the
on account obligations of the Company and/or the Employer that arise in connection with the Restricted Stock Units. In this regard, you authorize t
obligations related to Tax-Related Items by one or a combination of the following: (1) withholding from your wages or other cash compensation pay
acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on
issued upon settlement of the Restricted Stock Units; or (4) requiring you to satisfy the liability for Tax-Related Items by means of any other arrang
withholding of Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Restricted Stock Uni
Tax-Related Items due as a result of any aspect of your participation in the Plan. To avoid financial accounting charges under applicable accountin
applicable minimum statutory rates or may take any other action required to avoid financial accounting charges under applicable accounting guida

(c) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be re
Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pursuant to this

7. **Tax and Legal Advice**. You represent, warrant and acknowledge that neither the Company nor your Employer have made any warranties
of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, your Employer's or the Company's or the
THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSIONAL TAX, LE

UNDERSTAND THAT THE COMPANY AND YOUR EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, NOR IS TH
ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE

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8. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, optioned, t
operation of law.

9. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Stock Units
securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the p
instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or
state, or any other law including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions**. Stock certificates evidencing the Shares issued pursuant to the Restricted Stock U
issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agr

11. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Company
issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, an

12. **Voting and Other Rights**. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges o
In addition, you shall not have any rights to dividend equivalent payments with respect to Restricted Stock Units.

13. **Authorization to Release and Transfer Necessary Personal Information**.

(a) ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your pe***
Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and ma

(b) ***You understand that the Company and the Employer may hold certain personal information about you, including, but not lin***
number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or directorships
Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, administering and
the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, administration and m
including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have different data privacy
the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authoriz
form, for the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer
Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units or cash from the sale of s
transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessary for your participat

(c) ***You understand that Data will be held only as long as is necessary to implement, administer and manage your participation***
information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the con
further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from these Restricted Stock Units, a
your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

14. **No Entitlement or Claims for Compensation**.

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely from the disc
discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and
there is no obligation on the part of the Company to continue the Plan and/or grant any additional Restricted Stock Units to you or benefits in lieu o
All decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Committee.

(b) The Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or co
of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration for any purpos

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calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or ret
or relating in any way to, past services for the Company, the Employer or any Parent, Subsidiary or Affiliate. The value of the Restricted Stock Unit
kind rendered to the Company, the Employer or any Parent, Subsidiary or Affiliate and which is outside the scope of your written employment agre

(c) You acknowledge that you are voluntarily participating in the Plan.

(d) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you a right to re
The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason, subject to applicable laws, the C

(e) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form an employment contract or rel

(f) The future value of the underlying Shares is unknown and cannot be predicted with certainty and if you vest in the Restricted Stock Ur understand that neither the Company, nor the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exchange fluctuation be this Award.

(g) In consideration of the grant of the Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from forfei the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and the Empl found by a court of competent jurisdiction to have arisen, you shall be deemed irrevocably to have waived your entitlement to pursue such claim.

(h) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker designated b

(i) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Company.

(j) The Restricted Stock Units and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a r

15. **Governing Law and Forum**. This Agreement shall be governed by and construed in accordance with the laws of the State of California w may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of C the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when delive deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corporate off subsequently modified by written notice to the other party.

17. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the hereto.

18. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possi provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to your current or future participati electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or e Company.

20. **Language**. If this Agreement or any other document related to the Plan is translated into a language other than English and the meaning precedence.

21. **Appendix**. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and conditio relocate to one of the countries included

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in the Appendix, the special terms and conditions for such country will apply to you, to the extent the Company determines that the application of su the administration of the Plan. The Appendix constitutes part of this Agreement.

22. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on your participation in the Plan, on t determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any additional you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted Stock Units or governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirements that you a

23. **Acceptance of Agreement**. You must expressly accept the terms and conditions of your Restricted Stock Units as set forth in this Agreer Agreement to you. If you do not accept your Restricted Stock Units in the manner instructed by the Company, your Restricted Stock Units will be su

* * * *

You acknowledge that by clicking on the ***I agree*** button below, you agree to be bound by the terms of this Agreement.

PLEASE PRINT AND KEEP A COPY FOR YOUR REC

[Date]

[Name]
[Address]
[Address]

Dear :

[introductory text]

Your leadership team has recommended that you receive a performance-based restricted stock unit (PRSU) right with a target of [ ]. performance condition.

The right to receive a grant of a restricted stock unit depends on Cisco's satisfaction of certain [ ] targets for FY[ ]. Assuming those] percent on the date of grant and [ ] percent on each of the next [ ] anniversaries of the date of grant thereafte On each vesting date, the vested units will be settled in Cisco common stock. In addition, in the unlikely event that a corporate transaction or chang] or prior to the Compensation and Management Development Committee's Certification regarding satisfaction of the FY[ ] performance cond (100%) immediately prior to the effective date of the corporate transaction or the change in control, as the case may be, and will be settled in fully v

Lastly, please note that, if you are employed outside the United States, the Compensation and Management Development Committee can grant th grant restricted stock units under the laws of the country in which you are employed. If local laws make the grant of restricted stock units illegal or i PRSU Right or any restricted stock units that may subsequently be granted to you.

[concluding text]

Sincerely,

Action Required : Must be returned by [INSERT APPROP

Name (Last, First, Middle Initial) Employee Numb

You may use this form to:

- Indicate the percentage of your annual restricted stock unit grant under the 2005 Stock Incentive Plan that you wish to defer. Yo
- Designate the settlement timing of the deferred portion of your vested annual restricted stock unit grant.

PLEASE REMEMBER THAT ONCE YOU MAKE AN ELECTION TO DEFER A RESTRICTED STOCK UNIT GRANT, YOU CANNOT RE

Deferral Election		Please select if you wish to defer restricted stock units;
å	**Restricted Stock Unit Grant**	I elect to defer % (you may only insert 25%, 5 2005 Stock Incentive Plan (the "Plan") on , that this elected percentage will apply to each vesting ins

SETTLEMENT DATE *

Please complete this section to indicate settlement ti
choose one alternative.

å Separation of Service

I elect to defer the settlement of the deferred portion o
Section 409A of the Internal Revenue Code).

OR

å **Date Specific (subject to earlier settlement upon separation from service)**

I elect to defer the settlement of the deferred portion o
(ii) the first business day of 20 (insert a year r

* Any vested portion of the deferred portion of my restricted stock unit grant will be settled in shares of the Company's common stock.

ACTION REQUIRED : MUST BE RETURNED BY [INSERT APPROP

I understand:

- To the extent I do not elect to defer the settlement of my restricted stock unit grant, such portion of the restricted stock unit grant vesting of the restricted stock unit grant (subject to acceleration in certain cases), as more fully set forth in the Stock Unit Agree
- Any vested portion of the deferred restricted stock unit grant will be settled in shares of the Company's common stock as electe
- If my Separation from Service occurs before my restricted stock unit grant vests, any unvested restricted stock units will be forfe
- "Separation from Service" is defined in Treasury Regulation Section 1.409A-1(h). While separation from service generally mean certain leaves of absence or upon a significant reduction in my work schedule. These events can trigger a "Separation from Ser
- Certain leaves of absence can result in the suspension of vesting of my unvested restricted stock units. If I take a leave of abse as of the applicable distribution event (whether that is Separation from Service or a date specific I elected), my restricted stock u
- Any employment taxes that are due upon the vesting of my restricted stock unit grant (including the deferred portion of my grant

(1) withholding from my wages or other cash compensation payable to me by the Company or the Employer

(2) withholding from proceeds of the sale of shares acquired upon settlement of the restricted stock units eit behalf pursuant to this authorization);

(3) withholding of shares that would otherwise be issued upon settlement of the restricted stock units; or

(4) requiring me to satisfy the liability for any employment taxes by means of any other arrangement approv

- The receipt of shares of the Company's common stock pursuant to any restricted stock unit grant will be taxed as ordinary incor and I receive shares of the Company's common stock. This is true whether or not I elect to defer settlement of my restricted sto
- The settlement of the deferred portion of my annual restricted stock unit grant upon my Separation from Service will be delayed for six months.

ACKNOWLEDGED AND AGREED:

Signature of Participant Date

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys
Inc. 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Grantee: ____________________

Grant Date: ____________________

Grant Number: ____________________

Stock Units: ____________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event
Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Stock Units, each c
terms and conditions set forth herein and in the Plan.

2. **Vesting of Stock Units**. One-hundred percent (100%) of the total number of Stock Units granted pursuant to this Agreement shall ves

3. **Settlement of Stock Units**. Stock Units shall be automatically settled in Shares upon your separation from service within the meaning
obligation to issue Shares pursuant to this Agreement unless and until such issuance complies with all applicable law; provided further, such settle
the Stock Units are settled in Shares upon your Separation from Service, you shall have no rights other than those of a general creditor of the Com

4. **Tax Advice**. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respe
are in no manner relying on the Company or the Company's representatives for an assessment of such tax consequences. YOU UNDERSTAND T
CONSULT YOUR OWN TAX ADVISOR REGARDING ANY STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE US

5. **Non-Transferability of Stock Units**. Stock Units shall not be anticipated, assigned, attached, garnished, optioned, transferred or mad

6. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Stock Units has b
laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the placement
Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve com

7. **Stock Certificate Restrictive Legends.** Stock certificates evidencing the Shares issued pursuant to the Stock Units may bear such re
law or pursuant to this Agreement.

8. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Comp
issuance of the Shares issued pursuant

to the Stock Units may be conditioned upon you making certain representations, warranties, and acknowledgments relating to compliance with app

9. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any vot
Stock Units are settled upon your Separation from Service. Dividend equivalents shall accrue and will be subject to the same conditions and restric
settled in additional Shares upon your Separation from Service.

10. **Authorization to Release Necessary Personal Information**.

(a) You hereby authorize and direct the Company to collect, use and transfer in electronic or other form, any personal information
and conditions of your participation in the Plan (including, but not limited to, your name, home address, telephone number, date of birth, social secu
title, number of Shares held and the details of all Awards or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or ou
Plan. You understand that the Data may be transferred to the Company or any of its Subsidiaries, or to any third parties assisting in the implementa
other third party assisting with the administration of these Stock Units under the Plan or with whom Shares acquired pursuant to these Stock Units

Data may be located in different countries, and those countries may have data privacy laws and protections different from those in the country of y
Company or any of its Subsidiaries, or to any third parties is necessary for your participation in the Plan.

(b) You may at any time withdraw the consents herein by contacting the Company's local human resources representative in writ
realize benefits from these Stock Units and your ability to participate in the Plan.

11. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without r

12. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when
being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal c
case, as subsequently modified by written notice to the other party.

13. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit c
parties hereto.

14. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if
provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

Company's 2015 Annual Meeting o

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys
2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Grantee:	______________________
Grant Date:	______________________
Grant Number:	______________________
Restricted Stock Units:	______________________
Vest Date:	The completion of one (1) year of Board service measured from the Grant Date.

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event
Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Restrict
(1) Share, on the terms and conditions set forth herein and in the Plan.

2. **Vesting of Restricted Stock Units**. So long as your service on the Board continues, the Restricted Stock Units shall vest in accordan
Stock Units granted pursuant to this Agreement shall vest on the Vest Date, unless otherwise provided by the Plan or Section 4 below.

3. **Termination of Service**. Except as provided in Section 4 below, in the event of the termination of your Board service for any reason, a

4. **Special Acceleration**.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction or a Change in Control, such
Corporate Transaction or the Change in Control, as the case may be, and shall become vested in full at that time.

(b) If your service on the Board ceases as a result of your death or Disability, to the extent the Restricted Stock Units are outstan
that time.

(c) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its c
part of its business or assets.

5. **Settlement of Restricted Stock Units**. To the extent you have not elected to defer settlement of the Restricted Stock Units, the Restr
Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless such issuance complies with all appli
vested portion of the Restricted Stock Units shall be settled in Shares upon your separation from service within the meaning of Code Section 409A
pursuant to this Agreement unless

such issuance complies with all applicable law. Prior to the time that the Restricted Stock Units are settled, you shall have no rights other than thos unsecured obligation of the Company.

6. **Tax Advice**. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respe are in no manner relying on the Company or the Company's representatives for an assessment of such tax consequences. YOU UNDERSTAND T CONSULT YOUR OWN TAX ADVISOR REGARDING ANY RESTRICTED STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITT PENALTIES.

7. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, optior by operation of law.

8. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Stock U securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the p instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in or state, or any other law.

9. **Stock Certificate Restrictive Legends.** Stock certificates evidencing the Shares issued pursuant to the Restricted Stock Units may b applicable law or pursuant to this Agreement.

10. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Com issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, an

11. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any vo Restricted Stock Units are settled in Shares. To the extent you have elected to defer settlement of Restricted Stock Units with a Grant Date on or a the vesting of the Restricted Stock Units and will be subject to the same conditions and restrictions as the Restricted Stock Units to which they atta Separation from Service.

12. **Authorization to Release Necessary Personal Information**.

(a) You hereby authorize and direct the Company to collect, use and transfer in electronic or other form, any personal informatior and conditions of your participation in the Plan (including, but not limited to, your name, home address, telephone number, date of birth, social secu title, number of Shares held and the details of all Awards or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or ou Plan. You understand that the Data may be transferred to the Company or any of its Subsidiaries, or to any third parties assisting in the implementa other third party assisting with the administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these R that recipients of the Data may be located in different countries, and those countries may have data privacy laws and protections different from thos transfer of the Data to the Company or any of its Subsidiaries, or to any third parties is necessary for your participation in the Plan.

(b) You may at any time withdraw the consents herein by contacting the Company's local human resources representative in writ realize benefits from these Restricted Stock Units and your ability to participate in the Plan.

13. **No Entitlement or Claims for Compensation**.

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely from from a discretionary Award. By accepting these Restricted Stock Units, you expressly acknowledge that there is no obligation on the part of the Co Units are not intended to be compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way rep severance, redundancy, resignation or any other purpose.

(b) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you a r interfere with or otherwise restrict in any way the rights of the Company or the Company's shareholders, which rights are hereby expressly reserve cause, in accordance with the provisions of applicable law, the Company's Articles of Incorporation and Bylaws. You shall be deemed irrevocably t compensation for loss of office, tort or otherwise with respect to the Plan, these Restricted Stock Units or any outstanding Award that is forfeited ar

(c) You agree that your rights hereunder shall be subject to set-off by the Company for any valid debts you owe the Company.

14. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without r

15. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal c case, as subsequently modified by written notice to the other party.

16. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit c parties hereto.

(a) 17. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voide
other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

CISCO SYSTEMS, INC.

STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Systems, In
Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Grantee:	______________________
Grant Date:	______________________
Grant Number:	______________________
Restricted Stock Units:	______________________
Vest Date:	The completion of one (1) year of Board service measured from the Grant Date.

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event
Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Restricted Stock Units. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Restricted Stock
on the terms and conditions set forth herein and in the Plan.

2. Vesting of Restricted Stock Units. So long as your service on the Board continues, the Restricted Stock Units shall vest in accordance with th
granted pursuant to this Agreement shall vest on the Vest Date, unless otherwise provided by the Plan or Section 4 below.

3. Termination of Service. Except as provided in Section 4 below, in the event of the termination of your Board service for any reason, all unveste

4. Special Acceleration.

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction or a Change in Control, such Restricted St
Transaction or the Change in Control, as the case may be, and shall become vested in full at that time.

(b) If your service on the Board ceases as a result of your death or Disability, to the extent the Restricted Stock Units are outstanding, such R

(c) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or busi
business or assets.

5. Settlement of Restricted Stock Units. To the extent you have not elected to defer settlement of the Restricted Stock Units, the Restricted Stoc
provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless such issuance complies with all applicable
portion of the Restricted Stock Units shall be settled in Shares upon your separation from service within the meaning of Code Section 409A ("Sepa
pursuant to this Agreement unless such issuance complies with all applicable law.

6. Tax Advice. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respect to the i
manner relying on the Company or the Company's representatives for an assessment of such tax consequences. YOU UNDERSTAND THAT THE

REGULATIONS ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING ANY RESTRICTED STOCK
BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

7. Non-Transferability of Restricted Stock Units. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, optioned, transf
operation of law.

8. Restriction on Transfer. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Stock Units has l
laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the placement c
Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve com

9. Stock Certificate Restrictive Legends. Stock certificates evidencing the Shares issued pursuant to the Restricted Stock Units may bear such r
applicable law or pursuant to this Agreement.

10. Representations, Warranties, Covenants, and Acknowledgments. You hereby agree that in the event the Company and the Company's co
the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, and acknowled

11. Voting and Other Rights. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges of a sh

12. Authorization to Release Necessary Personal Information.

(a) You hereby authorize and direct the Company to collect, use and transfer in electronic or other form, any personal information (the "Data")
conditions of your participation in the Plan (including, but not limited to, your name, home address, telephone number, date of birth, social sec
title, number of Shares held and the details of all Awards or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested
the Plan. You understand that the Data may be transferred to the Company or any of its Subsidiaries, or to any third parties assisting in the im
broker or other third party assisting with the administration of these Restricted Stock Units under the Plan or with whom Shares acquired purs
acknowledge that recipients of the Data may be located in different countries, and those countries may have data privacy laws and protection
understand that the transfer of the Data to the Company or any of its Subsidiaries, or to any third parties is necessary for your participation in

(b) Prior to the time that the Restricted Stock Units are settled upon vesting, you shall have no rights other than those of a general creditor of t
Company.

(c) You may at any time withdraw the consents herein by contacting the Company's local human resources representative in writing. You furth
from these Restricted Stock Units, and your ability to participate in the Plan.

13. No Entitlement or Claims for Compensation.

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely from the discretion
discretionary Award. By accepting these Restricted Stock Units, you expressly acknowledge that there is no obligation on the part of the Com
Units are not intended to be compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no wa
benefits, severance, redundancy, resignation or any other purpose.

(b) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you a right to continu
otherwise restrict in any way the rights of the Company or the Company's shareholders, which rights are hereby expressly reserved by each, t
accordance with the provisions of applicable law, the Company's Articles of Incorporation and Bylaws. You shall be deemed irrevocably to hav
compensation for loss of office, tort or otherwise with respect to the Plan, these Restricted Stock Units or any outstanding Award that is forfeit

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(c) You agree that your rights hereunder shall be subject to set-off by the Company for any valid debts you owe the Company.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to th

15. Notices. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when delivered p
deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpora
as subsequently modified by written notice to the other party.

16. Binding Effect. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the exe

17. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, i
of this Agreement shall be deemed valid and enforceable to the full extent possible.

CISCO SYSTEMS, INC.
STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Sys
2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Grantee:	________________
Grant Date:	________________
Grant Number:	________________
Restricted Stock Units:	________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event
Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Restricted Stock Units**. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Restrict
(1) Share, on the terms and conditions set forth herein and in the Plan.

2. **Vesting of Restricted Stock Units**. One-hundred percent (100%) of the total number of Restricted Stock Units granted pursuant to th

3. **Settlement of Restricted Stock Units**. Restricted Stock Units shall be automatically settled in Shares upon your separation from ser
Company shall have no obligation to issue Shares pursuant to this Agreement unless and until such issuance complies with all applicable law. Prio
Service, you shall have no rights other than those of a general creditor of the Company. The Restricted Stock Units represent an unfunded and uns

4. **Tax Advice**. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respe
are in no manner relying on the Company or the Company's representatives for an assessment of such tax consequences. YOU UNDERSTAND T
CONSULT YOUR OWN TAX ADVISOR REGARDING ANY RESTRICTED STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRIT
PENALTIES.

5. **Non-Transferability of Restricted Stock Units**. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, optio
by operation of law.

6. **Restriction on Transfer**. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Stock U
securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the p
instructions to the Company's transfer

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agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve compliance with the pro

7. **Stock Certificate Restrictive Legends.** Stock certificates evidencing the Shares issued pursuant to the Restricted Stock Units may b
applicable law or pursuant to this Agreement.

8. **Representations, Warranties, Covenants, and Acknowledgments**. You hereby agree that in the event the Company and the Comp
issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, an

9. **Voting, Dividend and Other Rights**. Subject to the terms of this Agreement and except as set forth below, you shall not have any vo
Restricted Stock Units are settled upon your Separation from Service. Dividend equivalents shall accrue and will be subject to the same conditions
Agreement and will be settled in additional Shares upon your Separation from Service.

10. **Authorization to Release Necessary Personal Information**.

(a) You hereby authorize and direct the Company to collect, use and transfer in electronic or other form, any personal informatio
and conditions of your participation in the Plan (including, but not limited to, your name, home address, telephone number, date of birth, social sec
title, number of Shares held and the details of all Awards or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or ou
Plan. You understand that the Data may be transferred to the Company or any of its Subsidiaries, or to any third parties assisting in the implement
other third party assisting with the administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these R
that recipients of the Data may be located in different countries, and those countries may have data privacy laws and protections different from tho
transfer of the Data to the Company or any of its Subsidiaries, or to any third parties is necessary for your participation in the Plan.

(b) You may at any time withdraw the consents herein by contacting the Company's local human resources representative in writ
realize benefits from these Restricted Stock Units and your ability to participate in the Plan.

11. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without r

12. **Notices**. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal c case, as subsequently modified by written notice to the other party.

13. **Binding Effect**. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit c parties hereto.

14. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

CISCO SYSTEMS, INC.

STOCK UNIT AGREEMENT

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Systems, In Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

Grantee: ____________________

Grant Date: ____________________

Grant Number: ____________________

Restricted Stock Units: ____________________

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Restricted Stock Units. Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Restricted Stock on the terms and conditions set forth herein and in the Plan.

2. Vesting of Restricted Stock Units. One-hundred percent (100%) of the total number of Restricted Stock Units granted pursuant to this Agreem

3. Settlement of Restricted Stock Units. Restricted Stock Units shall be automatically settled in Shares upon your separation from service within have no obligation to issue Shares pursuant to this Agreement unless and until you have satisfied any applicable tax withholding obligations and su

4. Tax Advice. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respect to the in manner relying on the Company or the Company's representatives for an assessment of such tax consequences. YOU UNDERSTAND THAT THE YOUR OWN TAX ADVISOR REGARDING ANY RESTRICTED STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE

5. Non-Transferability of Restricted Stock Units. Restricted Stock Units shall not be anticipated, assigned, attached, garnished, optioned, transf operation of law. However, this Section 5 shall not preclude you from designating a beneficiary who will receive vested Shares pursuant to this awa award by will or by the laws of descent and distribution.

6. Restriction on Transfer. Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Stock Units has laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the placement Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve com

7. Stock Certificate Restrictive Legends. Stock certificates evidencing the Shares issued pursuant to the Restricted Stock Units may bear such r applicable law or pursuant to this Agreement.

8. Representations, Warranties, Covenants, and Acknowledgments. You hereby agree that in the event the Company and the Company's cou the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, and acknowled

9. Voting and Other Rights. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges of a sha your Separation from Service.

10. Authorization to Release Necessary Personal Information.

(a) You hereby authorize and direct the Company to collect, use and transfer in electronic or other form, any personal information (the "Data") conditions of your participation in the Plan (including, but not limited to, your name, home address, telephone number, date of birth, social sec title, number of Shares held and the details of all Awards or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested the Plan. You understand that the Data may be transferred to the Company or any of its Subsidiaries, or to any third parties assisting in the im broker or other third party assisting with the administration of these Restricted Stock Units under the Plan or with whom Shares acquired purs acknowledge that recipients of the Data may be located in different countries, and those countries may have data privacy laws and protection understand that the transfer of the Data to the Company or any of its Subsidiaries, or to any third parties is necessary for your participation in

(b) Prior to the time that the Restricted Stock Units are settled in Shares upon your Separation from Service, you shall have no rights other tha and unsecured obligation of the Company.

(c) You may at any time withdraw the consents herein by contacting the Company's local human resources representative in writing. You furth from these Restricted Stock Units, and your ability to participate in the Plan.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to th

12. Notices. Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when delivered p deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corpora as subsequently modified by written notice to the other party.

13. Binding Effect. Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the exe

14. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, i of this Agreement shall be deemed valid and enforceable to the full extent possible.

DATED: ______________________________

CISCO SYSTEMS, INC.

By: ______________________________

Title: ______________________________

____

GRANTEE

NON-EMPLOYEE DIRECTOR ELECTION

INITIAL ANNUAL RETAINER, COMMITTEE RETAIN
OTHER CASH FEES & EQUITY GRANT

INITIAL ANNUAL RETAINER, COMMITTEE RETAINERS/FEES AND OTHER CASH FEES

The alternatives for Compensation

Made On And After The Date the fiscal ________ initial annual retainer, committee retainers/fees and other cash fees for non-employee

- a non-deferred cash payment (default option),
- a deferred cash payment under the Company's Deferred Compensation Plan (the "DCP"),
- a vested stock grant under the 2005 Stock Incentive Plan (the "Plan"), and/or
- a vested deferred stock unit ("DSU") grant under the Plan.

If you make no elections below, you will receive your full initial annual retainer, committee retainers/fees and other cash fees in no

INITIAL ANNUAL RETAINER

I, being a prospective newly elected or appointed non-employee member of the Board of Directors of the Company, hereby make the below e commencing on the date of my election or appointment as a non-employee member of the Board of Directors of the Company which will be p

Alternative	Election	
Non-Deferred Cash (default option)	☐	
Deferred Cash under the Deferred Compensation Plan	☐	I elect to r ¨ as soon a "Disability, Service or ¨ as soon a earlier of r 31.
Vested Stock Grant	☐	
Vested DSU Grant	☐	

COMMITTEE RETAINERS/FEES AND OTHER CASH FEES

I, being a prospective newly elected or appointed non-employee member of the Board of Directors of the Company, hereby make the below e Lead Independent Director) for the first year (or partial year) of Board service commencing on the date of my election or appointment as a no arrears.

Alternative	Election	
Non-Deferred Cash (default option)	☐	
<u>Deferred</u> Cash under the Deferred Compensation Plan	☐	I elect to r ¨ as soon a "Disability, Service or ¨ as soon a earlier of r 31.
Vested Stock Grant	☐	
Vested DSU Grant	☐	

I understand the following:

- If I elect to receive <u>deferred cash</u> under the DCP:
  - I authorize the Company to share my personal information with the third-party DCP administrator so that the DCP administrato pursuant to the terms of the DCP.
  - I will receive my DCP account balance in a cash lump sum, taxable as ordinary income, pursuant to my election above.If I mak my "Separation from Service" within the meaning under Section 409A of the Internal Revenue Code, which generally will be th "Disability" within the meaning under Section 409A of the Internal Revenue Code; provided however, such payment date will b
  - Notwithstanding the foregoing, in the event of my death, any unpaid balance in my DCP account will be paid to my beneficiary
- If I elect to receive a <u>vested stock grant</u>, the shares will be granted on the date the cash fees would otherwise be paid based on the c will be taxed as ordinary income to me based on the Fair Market Value, and I will receive the shares as soon as practicable after that

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- If I elect to receive a <u>vested DSU</u> grant:
  - The DSU grant will be granted on the date the cash fees would otherwise be paid based on the Fair Market Value.
  - The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my Separation fro Separation from Service.
  - Dividend equivalents <u>will accrue</u> on the DSU grant and will be credited as additional DSUs to be settled in additional shares of provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me based o Company's common stock.

[INITIAL EQUITY GRANT ELECTION ON NEXT PA

<u>INITIAL EQUITY GRANT</u>

I further (check one) (i) ☐ **ELECT** or (ii) ☐ **DO NOT ELECT** to defer the issuance of my initial stock grant of fully vested shares of stock anticip appointment in connection with my initial election or appointment as a non-employee member of the Board of Directors of the Company for the

I understand the following:

- If I do not elect to defer the issuance of my initial stock grant, the shares will be granted on the date of my election or appointment as a
  the Company's common stock on such date (the "Fair Market Value"), the shares will be taxed as ordinary income to me based on the
- If I elect to defer the issuance of my initial stock grant:
  - The grant will not be issued in shares of the Company's common stock as set forth above, but instead will be granted as a fully ves
    member of the Board of Directors of the Company based on the Fair Market Value.
  - The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my "Separation from S
    such settlement shall occur no later than 30 days after my Separation from Service.
  - Dividend equivalents will accrue on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the
    provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me based on the
    common stock.

* * * * *

I understand that these elections will be effective only if received by the Company's Legal Department on or before the date of my election or appo

Signature of Non-Employee Director

Date

** Because individual circumstances vary, Cisco Systems, Inc. cannot provide tax advice and you should consult with your own tax advisor regarding the income tax*

NON-EMPLOYEE DIRECTOR ELECTION

ANNUAL RETAINER, COMMITTEE RETAINERS/FEES, OTHER CA

ANNUAL RETAINER, COMMITTEE RETAINERS/FEES AND OTHER CASH FEES

The alternatives for the fiscal ________ annual retainer (anticipated to be $105,000), committee retainers/fees and other cash fees for non-employ
quarterly in arrears are:

- a non-deferred cash payment (default option),
- a deferred cash payment under the Company's Deferred Compensation Plan (the "DCP"),
- a vested stock grant under the 2005 Stock Incentive Plan (the "Plan"), and/or
- a vested deferred stock unit ("DSU") grant under the Plan.

If you make no elections below, you will receive your full annual retainer, committee retainers/fees and other cash fees in non-deferred c

ANNUAL RETAINER

I, being a non-employee member of the Board of Directors of the Company, hereby make the below election with respect to my annual retainer for
be paid quarterly in arrears:

Alternative	Election	
Non-Deferred Cash (default option)	☐	
<u>Deferred</u> Cash under the Deferred Compensation Plan	☐	I elect to ¨ as soon but no lat ¨ as soon of my "Se
Vested Stock Grant	☐	
Vested DSU Grant	☐	

<u>COMMITTEE RETAINERS/FEES AND OTHER CASH FEES</u>

I, being a non-employee member of the Board of Directors of the Company, hereby make the below election with respect to my committee retainers Board service commencing at the next Annual Meeting of Stockholders which will be paid quarterly in arrears:

Alternative	Election	
Non-Deferred Cash (default option)	☐	
<u>Deferred</u> Cash under the Deferred Compensation Plan	☐	I elect to ¨ as soon but no lat ¨ as soon of my "Se
Vested Stock Grant	☐	
Vested DSU Grant	☐	

I understand the following:

- If I elect to receive <u>deferred cash</u> under the DCP:
  - I authorize the Company to share my personal information with the third-party DCP administrator so that the DCP administrator ca pursuant to the terms of the DCP.
  - I will receive my DCP account balance in a cash lump sum, taxable as ordinary income, pursuant to my election above.If I make no "Separation from Service" within the meaning under Section 409A of the Internal Revenue Code, which generally will be the date r "Disability" within the meaning under Section 409A of the Internal Revenue Code; provided however, such payment date will be no
  - Notwithstanding the foregoing, in the event of my death, any unpaid balance in my DCP account will be paid to my beneficiary with

- If I elect to receive a vested stock grant, the shares will be granted on the date the cash fees would otherwise be paid based on the closing taxed as ordinary income to me based on the Fair Market Value, and I will receive the shares as soon as practicable after that date.

- If I elect to receive a vested DSU grant:
  - The DSU grant will be granted on the date the cash fees would otherwise be paid based on the Fair Market Value.
  - The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my Separation from S from Service.
  - Dividend equivalents will accrue on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me based on the common stock.

[ANNUAL EQUITY GRANT ELECTION ON NEXT PA

ANNUAL EQUITY GRANT

I further (check one) (i) **ELECT** or (ii) **DO NOT ELECT** to defer the issuance of my annual stock grant of fully vested shares of stock anticipated to Meeting of Stockholders for the year of Board service commencing at the next Annual Meeting of Stockholders.

I understand the following:

- If I do not elect to defer the issuance of my annual stock grant, the shares will be granted on the date of the Annual Meeting of Stockholder Value"), the shares will be taxed as ordinary income to me based on the Fair Market Value, and I will receive the shares as soon as practic
- If I elect to defer the issuance of my annual stock grant:
  - The grant will not be issued in shares of the Company's common stock as set forth above, but instead will be granted as a fully ves Fair Market Value.
  - The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my "Separation from S such settlement shall occur no later than 30 days after my Separation from Service.
  - Dividend equivalents will accrue on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me based on the common stock.

* * * * *

I understand that these elections will be effective only if received on or before [December 31, [PRECEDING YEAR]].

______________________________ ________________
Signature of Non-Employee Director Date

* Because individual circumstances vary, Cisco Systems, Inc. cannot provide tax advice and you should consult with your own tax advisor regarding the income tax

(Effective

NON-EMPLOYEE DIRECTOR ELECTION

INITIAL ANNUAL RETAINER, COMMITTEE RETAIN
OTHER CASH FEES & EQUITY GRANT

INITIAL ANNUAL RETAINER, COMMITTEE RETAINERS/FEES AND OTHER CASH FEES

The alternatives for the fiscal ________ initial annual retainer, committee retainers/fees and other cash fees for non-employee members of the Boa

- a non-deferred cash payment (default option),
- a deferred cash payment under the Company's Deferred Compensation Plan (the "DCP"),
- a vested stock grant under the 2005 Stock Incentive Plan (the "Plan"), and/or
- a vested deferred stock unit ("DSU") grant under the Plan.

If you make no elections below, you will receive your full initial annual retainer, committee retainers/fees and other cash fees in non-defe

INITIAL ANNUAL RETAINER

I, being a prospective newly elected or appointed non-employee member of the Board of Directors of the Company, hereby make the below electio commencing on the date of my election or appointment as a non-employee member of the Board of Directors of the Company.

Alternative	Election	
Non-Deferred Cash (default option)	☐	
Deferred Cash under the Deferred Compensation Plan	☐	I elect to ¨ as so after my ¨ as so "Separati
Vested Stock Grant	☐	
Vested DSU Grant	☐	

COMMITTEE RETAINERS/FEES AND OTHER CASH FEES

I, being a prospective newly elected or appointed non-employee member of the Board of Directors of the Company, hereby make the below electio
Independent Director) for the first year (or partial year) of Board service commencing on the date of my election or appointment as a non-employee

Alternative	Election	
Non-Deferred Cash (default option)	☐	
Deferred Cash under the Deferred Compensation Plan	☐	I elect to ¨ as so after my ¨ as so "Separati
Vested Stock Grant	☐	
Vested DSU Grant	☐	

I understand the following:

- If I elect to receive deferred cash under the DCP:
  - I authorize the Company to share my personal information with the third-party DCP administrator so that the DCP administrator ca pursuant to the terms of the DCP.
  - I will receive my DCP account balance in a cash lump sum, taxable as ordinary income, pursuant to my election above. If I make n from Service" within the meaning under Section 409A of the Internal Revenue Code, which generally will be the date my service as payment date will be no later than 30 days after my Separation from Service.
- If I elect to receive a vested stock grant, the shares will be granted on the date of my election or appointment as a non-employee member stock on such date (the "Fair Market Value"), the shares will be taxed as ordinary income to me based on the Fair Market Value, and I will r
- If I elect to receive a vested DSU grant:
  - The DSU grant will be granted on the date of my election or appointment as a non-employee member of the Board of Directors of t
  - The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my Separation from S from Service.

  - Dividend equivalents will accrue on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me based on the common stock.

[INITIAL EQUITY GRANT ELECTION ON NEXT PA

INITIAL EQUITY GRANT

I further (check one) (i) ☐ **ELECT** or (ii) ☐ **DO NOT ELECT** to defer the issuance of my initial stock grant of fully vested shares of stock anticipated
appointment in connection with my initial election or appointment as a non-employee member of the Board of Directors of the Company for the yea

I understand the following:

- If I do not elect to defer the issuance of my initial stock grant, the shares will be granted on the date of my election or appointment as a nor Company's common stock on such date (the "Fair Market Value"), the shares will be taxed as ordinary income to me based on the Fair Ma
- If I elect to defer the issuance of my initial stock grant:
  - The grant will not be issued in shares of the Company's common stock as set forth above, but instead will be granted as a fully ves member of the Board of Directors of the Company based on the Fair Market Value.
  - The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my "Separation from S such settlement shall occur no later than 30 days after my Separation from Service.
  - Dividend equivalents will accrue on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me based on the common stock.

* * * * *

I understand that these elections will be effective only if received by the Company's Legal Department on or before the date of my election or appo

Signature of Non-Employee Director

Date

** Because individual circumstances vary, Cisco Systems, Inc. cannot provide tax advice and you should consult with your own tax advisor regarding the income tax*

NON-EMPLOYEE DIRECTOR ELECTIONS

ANNUAL RETAINER, COMMITTEE RETAINERS/FEES, OTHER CASH F

ANNUAL RETAINER, COMMITTEE RETAINERS/FEES AND OTHER CASH FEES

The alternatives for the fiscal ________ annual retainer (anticipated to be $80,000), committee retainers/fees and other cash fees for non-

- a non-deferred cash payment (default option),
- a deferred cash payment under the Company's Deferred Compensation Plan (the "DCP"),
- a vested stock grant under the 2005 Stock Incentive Plan (the "Plan"), and/or
- a vested deferred stock unit ("DSU") grant under the Plan.

If you make no elections below, you will receive your full annual retainer, committee retainers/fees and other cash fees in non-deferred c

ANNUAL RETAINER

I, being a non-employee member of the Board of Directors of the Company, hereby make the below election with respect to my annual re Shareholders:

Alternative	Election	
Non-Deferred Cash (default option)	☐	
Deferred Cash under the Deferred Compensation Plan	☐	I elect to ¨ as so after my ¨ as so "Separati
Vested Stock Grant	☐	
Vested DSU Grant	☐	

COMMITTEE RETAINERS/FEES AND OTHER CASH FEES

I, being a non-employee member of the Board of Directors of the Company, hereby make the below election with respect to my committe the next year of Board service commencing at the next Annual Meeting of Shareholders:

Alternative	Election	
Non-Deferred Cash (default option)	☐	
Deferred Cash under the Deferred Compensation Plan	☐	I elect to ¨ as so after my ¨ as so "Separati
Vested Stock Grant	☐	
Vested DSU Grant	☐	

I understand the following:

- If I elect to receive deferred cash under the DCP:
  - I authorize the Company to share my personal information with the third-party DCP administrator so that the DCP administrator ca pursuant to the terms of the DCP.

- I will receive my DCP account balance in a cash lump sum, taxable as ordinary income, pursuant to my election above. If I make n
  from Service" within the meaning under Section 409A of the Internal Revenue Code, which generally will be the date my service as
  payment date will be no later than 30 days after my Separation from Service.

- If I elect to receive a vested stock grant, the shares will be granted on the date of the Annual Meeting of Shareholders based on the closing
  taxed as ordinary income to me based on the Fair Market Value, and I will receive the shares as soon as practicable after that date.

- If I elect to receive a vested DSU grant:

  - The DSU grant will be granted on the date of the Annual Meeting of Shareholders based on the Fair Market Value.

  - The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my Separation from S
    from Service.

  - Dividend equivalents will accrue on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the
    provided however, such settlement shall occur no later than 30 days after my Separation from Service.

  - Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me based on the
    common stock.

[ANNUAL EQUITY GRANT ELECTION ON NEXT PA

ANNUAL EQUITY GRANT

I further (check one) (i) ☐ **ELECT** or (ii) ☐ **DO NOT ELECT** to defer the issuance of my annual stock grant of fully vested shares of stock anticipate
Meeting of Shareholders for the year of Board service commencing at the next Annual Meeting of Shareholders.

I understand the following:

- If I do not elect to defer the issuance of my annual stock grant, the shares will be granted on the date of the Annual Meeting of Shareholde
  Value"), the shares will be taxed as ordinary income to me based on the Fair Market Value, and I will receive the shares as soon as practic

- If I elect to defer the issuance of my annual stock grant:

  - The grant will not be issued in shares of the Company's common stock as set forth above, but instead will be granted as a fully ves
    Fair Market Value.

  - The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my "Separation from S
    such settlement shall occur no later than 30 days after my Separation from Service.

  - Dividend equivalents will accrue on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the
    provided however, such settlement shall occur no later than 30 days after my Separation from Service.

  - Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me based on the
    common stock.

* * * * *

I understand that these elections will be effective only if received by _______________ on or before [December 31, [PRECEDING YEAR]].

____ ____________________

Signature of Non-Employee Director Date

**** Because individual circumstances vary, Cisco Systems, Inc. cannot provide tax advice and you should consult with your own tax advis***

(Effective Decem

NON-EMPLOYEE DIRECTOR ELECTIONS

INITIAL ANNUAL RETAINER & EQUITY GRANT

INITIAL ANNUAL RETAINER

The alternatives for the fiscal ________ initial annual retainer for non-employee members of the Board of Directors of Cisco Systems, Inc

- **a non-deferred cash payment (default option),**
- a deferred cash payment under the Company's Deferred Compensation Plan (the "DCP"),
- **a vested stock grant under the 2005 Stock Incentive Plan (the "Plan"), and/or**
- a vested deferred stock unit ("DSU") grant under the Plan.

If you make no elections below, you will receive your full initial annual retainer in non-deferred cash.

I, being a prospective newly elected or appointed non-employee member of the Board of Directors of the Company, hereby make the bel Board service commencing on the date of my election or appointment as a non-employee member of the Board of Directors of the Comp

Alternative	Election Amount (0% to 100%, in increments of 25%)	
Non-Deferred Cash (default option)	% (e.g. 0%, 25%, 50%, 75% or 100%)	
Deferred Cash under the Deferred Compensation Plan	%	I elect to ¨ as so after my ¨ as so "Separati
Vested Stock Grant	%	
Vested DSU Grant	%	
TOTAL	**100%**	

I understand the following:

- If I elect to receive deferred cash under the DCP:

- **I authorize the Company to share my personal information with the third-party DCP administrator so that the DCP adminis beneficiary elections pursuant to the terms of the DCP.**
- **I will receive my DCP account balance in a cash lump sum, taxable as ordinary income, pursuant to my election above. If "Separation from Service" within the meaning under Section 409A of the Internal Revenue Code, which generally will be t provided however, such payment date will be no later than 30 days after my Separation from Service.**

- If I elect to receive a <u>vested stock grant</u>, the shares will be granted on the date of my election or appointment as a non-employee member c stock on such date (the "Fair Market Value"), the shares will be taxed as ordinary income to me based on the Fair Market Value, and I will r
- If I elect to receive a <u>vested DSU grant</u>:
  - **The DSU grant will be granted on the date of my election or appointment as a non-employee member of the Board of Dire**
  - **The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my Separatio my Separation from Service.**
  - Dividend equivalents <u>will accrue</u> on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - **Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me bas the Company's common stock.**

[INITIAL EQUITY GRANT ELECTION ON NEXT PA

<u>INITIAL EQUITY GRANT</u>

I further (check one) (i) ¨ **ELECT** or (ii) ¨ **DO NOT ELECT** to defer the issuance of my initial stock grant of fully vested shares of stock anticipated to appointment in connection with my initial election or appointment as a non-employee member of the Board of Directors of the Company for the yea

I understand the following:

- **If I do not elect to defer the issuance of my initial stock grant, the shares will be granted on the date of my election or appointmen closing value of the Company's common stock on such date (the "Fair Market Value"), the shares will be taxed as ordinary incon practicable after that date.**
- **If I elect to defer the issuance of my initial stock grant:**
  - **The grant will not be issued in shares of the Company's common stock as set forth above, but instead will be granted as non-employee member of the Board of Directors of the Company based on the Fair Market Value.**
  - **The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my "Separati provided however, such settlement shall occur no later than 30 days after my Separation from Service.**
  - Dividend equivalents <u>will accrue</u> on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - **Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me bas the Company's common stock.**

* * * * *

I understand that these elections will be effective only if received by the Company's Legal Department on or before the date of my electic

Signature of Non-Employee Director	Date

**** Because individual circumstances vary, Cisco Systems, Inc. cannot provide tax advice and you should consult with your own tax advis***

(Effective Decembe

NON-EMPLOYEE DIRECTOR ELECTIONS
ANNUAL RETAINER & EQUITY GRANT

ANNUAL RETAINER

The alternatives for the fiscal ________ annual retainer (anticipated to be $75,000) for non-employee members of the Board of Directors

- **a non-deferred cash payment (default option),**
- a deferred cash payment under the Company's Deferred Compensation Plan (the "DCP"),
- **a vested stock grant under the 2005 Stock Incentive Plan (the "Plan"), and/or**
- a vested deferred stock unit ("DSU") grant under the Plan.

If you make no elections below, you will receive your full annual retainer in non-deferred cash.

I, being a non-employee member of the Board of Directors of the Company, hereby make the below elections with respect to my annual r Shareholders. (The Election Amount must total 100%.)

Alternative	Election Amount (0% to 100%, in increments of 25%)	
Non-Deferred Cash (default option)	% (e.g. 0%, 25%, 50%, 75% or 100%)	
Deferred Cash under the Deferred Compensation Plan	%	I elect to r as soon a days after as soon a "Separatio
Vested Stock Grant	%	
Vested DSU Grant	%	
TOTAL	**100%**	

I understand the following:

- If I elect to receive deferred cash under the DCP:
  - **I authorize the Company to share my personal information with the third-party DCP administrator so that the DCP adminis beneficiary elections pursuant to the terms of the DCP.**
  - **I will receive my DCP account balance in a cash lump sum, taxable as ordinary income, pursuant to my election above. If "Separation from Service" within the meaning under Section 409A of the Internal Revenue Code, which generally will be t provided however, such payment date will be no later than 30 days after my Separation from Service.**

- If I elect to receive a vested stock grant, the shares will be granted on the date of the Annual Meeting of Shareholders based on the closing taxed as ordinary income to me based on the Fair Market Value, and I will receive the shares as soon as practicable after that date.
- If I elect to receive a vested DSU grant:
  - o **The DSU grant will be granted on the date of the Annual Meeting of Shareholders based on the Fair Market Value.**
  - o **The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my Separatio my Separation from Service.**
  - o Dividend equivalents will accrue on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - o **Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me bas the Company's common stock.**

[ANNUAL EQUITY GRANT ELECTION ON NEXT PA

ANNUAL EQUITY GRANT

I further (check one) (i) ¨ **ELECT** or (ii) ¨ **DO NOT ELECT** to defer the issuance of my annual stock grant of fully vested shares of stock anticipated Meeting of Shareholders for the year of Board service commencing at the next Annual Meeting of Shareholders.

I understand the following:

- **If I do not elect to defer the issuance of my annual stock grant, the shares will be granted on the date of the Annual Meeting of Sh "Fair Market Value"), the shares will be taxed as ordinary income to me based on the Fair Market Value, and I will receive the sha**
- **If I elect to defer the issuance of my annual stock grant:**
  - o **The grant will not be issued in shares of the Company's common stock as set forth above, but instead will be granted as Shareholders based on the Fair Market Value.**
  - o **The DSU grant will be settled in shares of the Company's common stock on, or as soon as practicable after, my "Separati provided however, such settlement shall occur no later than 30 days after my Separation from Service.**
  - o Dividend equivalents will accrue on the DSU grant and will be credited as additional DSUs to be settled in additional shares of the provided however, such settlement shall occur no later than 30 days after my Separation from Service.
  - o **Receipt of shares of the Company's common stock pursuant to the DSU grant will be taxed as ordinary income to me bas the Company's common stock.**

*** * * * ***

I understand that these elections will be effective only if received by _______________ on or before _________ [December 31, [PRECEDI

____ ______________________
Signature of Non-Employee Director Date

**** Because individual circumstances vary, Cisco Systems, Inc. cannot provide tax advice and you should consult with your own tax advis***

CISCO SYSTEMS, INC.
VESTING ACCELERATION POLICY
FOR
DEATH AND TERMINAL ILLNESS
AS AMENDED APRIL 11, 2022

Unless and until the Compensation & Management Development Committee of the Board of Directors of Cisco Systems, Inc. determines under any equity plan maintained Cisco or any Cisco subsidiary, including outstanding equity awards and/or equity plans assumed by C or any Cisco subsidiary (each such award shall be referred to herein as an “equity award”), except to the extent that the application of s adverse legal or tax consequences thereunder.

For purposes of this policy:

- the value of stock options and stock appreciation rights is based on the difference between the exercise price of the equity awards a illness, as applicable, or if such day is not a trading day, the last trading day prior to the date of death or terminal illness, as applicab
- the value of stock grants, stock unites, and unvested shares previously acquired pursuant to equity awards (such shares are referre purchase price, if any, and the closing price of Cisco’s stock on the date of the employee’s death or terminal illness, as applicable, or illness, as applicable;
- “unvested equity award shares” includes outstanding and unvested performance-based restricted stock or stock unit awards and the the specified limits below; and
- to the extent the vesting of any performance-based restricted stock or stock unit award is accelerated pursuant to this policy, the awa except that if the applicable award is subject to Section 409A of the Internal Revenue Code (“Code Section 409A”) and such terminal the award will instead be settled on the fixed payment date following the end of the performance period on which the applicable awar

ACCELERATION UPON DEATH OF EMPLOYEE

Upon the death of an employee, which includes a former employee who becomes or is deemed eligible for retirement vesting of a perfor accelerate the vesting of the employee’s outstanding equity awards and any unvested equity award shares up to a specified limit based amount of accelerated vesting is the greater of: (a) one-hundred percent (100%) of the unvested equity awards and/or unvested equity a of death as to all unvested equity awards and/or unvested equity award shares. For example, if an employee held unvested options for 1 25,000 shares, and the closing price of Cisco’s stock on the date of the employee’s death was $101, all 100,000 of the shares would beco

ACCELERATION UPON TERMINAL ILLNESS OF EMPLOYEE

Upon the terminal illness of an employee, which includes a former employee who becomes or is deemed eligible for retirement vesting c Cisco will accelerate the vesting of the employee’s outstanding equity awards and any unvested equity award shares up to a specified li illness. An employee will be considered terminally ill upon the approval by Cisco’s employee life insurance provider of the accelerated li accelerate the vesting of an employee’s outstanding equity awards and early life insurance payouts are not also requested, an employee medical review vendor (which may include Cisco’s employee life insurance provider). The date of terminal illness will be the date the det independent medical review vendor. The limit on the amount of accelerated vesting is the greater of: (a) one-hundred percent (100%) of t million; or (b) up to one year of vesting from the date of the terminal illness as to all unvested equity awards and/or unvested equity awa exercise price of $1 which would vest in four annual installments of 25,000 shares, and the closing price of Cisco’s stock on the date tha become vested (100,000 shares x $100 (the difference between $101 and $1) = $10,000,000).

CISCO SYSTEMS, INC.
VESTING POLICY
FOR
LEAVES OF ABSENCE
AS AMENDED JANUARY 27, 2016

Unless and until the Compensation & Management Development Committee of the Board of Directors of Cisco Systems, Inc. determines under any equity plan maintained Cisco or any Cisco subsidiary, including outstanding equity awards and/or equity plans assumed by C or any Cisco subsidiary (each such award shall be referred to herein as an “equity award”), except to the extent that the application of s adverse legal or tax consequences thereunder.

90 DAYS CONTINUED VESTING ON AUTHORIZED LEAVES OF ABSENCE

The exercise or vesting schedule in effect for any outstanding equity award and any unvested shares previously acquired pursuant to a by an employee at the time of the employee’s commencement of an authorized leave of absence shall continue to vest and/or become e

agreement during the period the employee remains on such authorized leave of absence; provided that, in no event shall any employee
rolling 12-month period (the “LOA Limit”).

If an employee exceeds the LOA Limit during any rolling 12-month period, the unvested equity award shares held by such an employee
award and any unvested equity shares shall not vest and/or become exercisable for any additional shares during the remainder of the ro

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CISCO SYSTEMS, INC.

TRANSFER POLICY
FOR
DIVORCE
AS AMENDED MARCH 9, 2022

Unless and until the Compensation & Management Development Committee of the Board of Directors (the “Board”) of Cisco Systems, In
awards issued under any equity plan maintained Cisco or any Cisco subsidiary, including equity awards and/or equity plans assumed by
member of the Board or employee of Cisco or any Cisco subsidiary (each such award shall be referred to herein as an “equity award”), e
applicable equity plan, equity award agreement or any applicable law, rule or regulation.

PROHIBITION ON TRANSFER OF EQUITY AWARDS UPON DIVORCE

Except as provided below, equity awards and any unvested shares acquired pursuant to equity awards shall not be anticipated, assigned
connection with the divorce of the holder of such equity award or shares. Equity awards and any unvested shares acquired pursuant to
officer of Cisco only to the extent required by a domestic relations order, as defined by the Internal Revenue Code or Title I of the Emplo
property rights by any court of competent jurisdiction.

Cisco Systems, Inc.
Insider Trading Policy

1. Purpose

Cisco Systems, Inc. ("Cisco") has adopted the following Insider Trading Policy (the "Policy") governing transactions by Cisco personn
other companies who have a relationship with Cisco.

2. Overview

Summary of Policies Against Insider Trading

In the normal course of business, you may become aware of or otherwise come into possession of information regarding Cisco that
policy is that all Cisco personnel (as defined below in Section 3) are prohibited from transacting in (which includes buying, selling or gi
to a Qualified Trading Plan (as defined below) that complies with Rule 10b5-1 promulgated under the Securities Exchange Act of 1934, a
to others to enable them to profit from transacting in Cisco securities (referred to as "tipping").

In addition, it is also Cisco’s policy that, if you become aware of material, non-public information regarding another company which
partners) that you obtained by virtue of your position at Cisco, then, similarly, you are prohibited from transacting in that company’s
advantage of that information, and you are prohibited from passing on the information to others to enable them to profit from it by transa

The purpose of this Policy is both to inform you of your legal obligations and to make clear to you that the misuse of material, non-publi
severe penalties, including termination of employment.

To protect both you and Cisco, and to avoid even the appearance of impropriety, we have adopted the following policies, which are more

- Transacting in securities of Cisco while you are aware of material, non-public information is strictly prohibited;
- Members of the Cisco Board of Directors, Section 16 Officers (as designated by the Cisco Board of Directors), all Executive Vice Preside
have regular access to material, non-public information regarding Cisco), and all other Cisco personnel (without regard to title) who hav
"Insiders" and each individual, an "Insider") are only permitted to transact in Cisco securities during the "trading window";
- Transacting in securities of another company which has a relationship with Cisco while you are aware of material, non-public information re

- Cisco employees and members of the Cisco Board of Directors are prohibited from engaging in any speculative transactions in Cisco se
other derivative securities, or engaging in any other forms of hedging transactions, such as collars or forward sale contracts;
- Section 16 Officers and members of the Cisco Board of Directors are prohibited from holding Cisco securities in a margin account or other
- Cisco will not engage in transactions in Cisco securities, except in compliance with applicable securities laws.

These policies are explained in detail below.

3. Scope

Cisco Personnel Subject to the Policy

As described in more detail below, this Policy applies to the following Cisco personnel (referred to in this Policy as "Cisco personnel"):

- All employees of Cisco and its worldwide subsidiaries (collectively, "Cisco employees");
- All members of the Cisco Board of Directors; and
- All consultants, contractors and other personnel providing services to Cisco or its worldwide subsidiaries ("consultants/contractors").

Importantly, this Policy also applies to all family members of any Cisco personnel if they live in the same household or are their dep companies, trusts and other entities that are controlled by any Cisco personnel or by their family members who live in the same hous personnel for purposes of this Policy to the same extent as if they were Cisco employees, members of the Cisco Board of Directors, or c

4. Policy Statement(s)

4.1. Policy Against Transacting While in Possession of Material, Non-Public Information

Insider trading is a serious crime and can also subject you to administrative and civil penalties. The criminal penalties include fines of u profits made or losses avoided. Those found liable for insider trading must also disgorge any profits made, and are often subjected to lawsuits.

In addition, under federal law, employers and other “controlling persons" (including the Cisco Board of Directors and company manag whom they are responsible. Employers and other controlling persons may, among other things, face civil penalties of up to $1,000,000 (to $5,000,000 for individuals and $25,000,000 for companies, and other penalties if they fail to take steps to prevent and control trading o

Accordingly, it is extremely important both to you and to Cisco that you do not transact in Cisco or other applicable securities while y following policy statement which applies to all Cisco personnel worldwide:

It is Cisco’s policy that, if you are aware of material, non-public information relating to Cisco, you may not transact (e.g., buy, sell or gi including passing that information on to others. In addition, it is Cisco’s policy that if you are aware of material, non-public informa suppliers, vendors or other business partners) that you obtained by virtue of your position at Cisco, then, similarly, you are prohibited engaging in any other action to take advantage of that information, and you are prohibited from passing on that information to others to

As set forth in Section 3, this Policy applies to all Cisco personnel as well as to all family members of Cisco personnel who are li corporations, partnerships, limited liability companies, trusts and other entities that are controlled by any Cisco personnel or by their fa

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Violation of this Policy is grounds for disciplinary action, including termination of employment. There are no exceptions for transact expenditures, or for transactions planned before you learned the material, non-public information. If you are aware of material, non-p securities.

As set forth in this Policy, you are also prohibited from “tipping" others by passing on information to anyone, including friends or fa serious breach of corporate confidentiality. For this reason, you should be careful to avoid discussing sensitive information in any place in elevators).

You should be aware that the United States Securities and Exchange Commission (SEC), the Nasdaq Stock Market, and the Financ surveillance techniques, and there is a very high likelihood that federal or other regulatory authorities will detect and prosecute insider t will also take appropriate disciplinary action. In addition, if Cisco becomes aware of insider trading by Cisco personnel, Cisco may infor information is simply not worth taking.

Any Cisco personnel who transacts in Cisco securities while in the possession of material, non-public information or who provides th action, including dismissal. No exceptions will be made to this Policy, even where the transaction is very small or where the individua that a Cisco employee or other Cisco personnel has violated this Policy, we encourage you to contact either the Ethics Office or the Cisc

4.2. Definition of Material, Non-Public Information

"Material" information is information that a reasonable investor would consider important in making an investment decision with respect to st determination will generally depend on the specific circumstances. As a general rule of thumb, if you have or acquire information that leads you to short, any information that could reasonably affect the price of a stock is material. Examples of information that could be considered material includ

- Quarterly or annual financial results or whether such results will meet analyst expectations;
- Significant changes in the level of sales, orders or expenses;
- Contract negotiations with a potentially significant new customer;
- Loss of a major customer or supplier or other important developments with customers or suppliers which could materially impact Cisco;
- Major new product developments;
- Serious product defects or product recalls;
- Terminations or end of life of major products;
- Merger negotiations or pending significant acquisitions or dispositions of assets;
- Developments in major litigation;
- Significant cybersecurity risks and incidents, including vulnerabilities and breaches;
- Significant personnel or management changes; and
- A change in dividend policy, the declaration of stock splits, an offering of additional securities, or the establishment of a repurchase prograr

If you are in doubt as to whether any non-public information is material information, you should presume that the information is material

"Non-public information" is any information that is not broadly disseminated to the investing public. Keep in mind that once Cisco releases informati

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information is not immediately regarded as having been broadly disseminated, as it takes some time for this information to be absorbe no longer "non-public") on the second (2nd) trading day following the widespread public release of the information by Cisco or another

In order to avoid disclosure of material, non-public information to parties outside of Cisco, you should refer inquiries regarding Cisco's analysts, stockholders, reporters and others outside of the company to the Chief Financial Officer or to the Investor Relations Departme various elements of their financial projections for Cisco.

If you have any concerns about whether you are in possession of material, non-public information, you should contact an appropriate at

4.3. Trading Window for Cisco Personnel with Regular Access to Material, Non-Public Information

In order to avoid even the appearance of impropriety, Cisco has adopted a policy that certain Cisco personnel who regularly are expose gift) in Cisco securities during certain established trading periods (referred to as the "trading window").

The Cisco personnel subject to this trading window policy include (i) all members of the Cisco Board of Directors, (ii) all Section 1 Presidents (other than any Vice President who does not have regular access to material, non-public information regarding Cisco), an access to material, non-public information regarding Cisco (collectively, referred to as "Insiders" and each individual, an "Insider"). Th Human Resources Departments (including administrative personnel), and certain senior officers and directors of our worldwide subsi information regarding Cisco.

The trading window policy also applies to all family members of any Insider if they live in the same household or are their dependents a are controlled by the Insider or by their family members who live in the same household or are their dependents.

The trading window opens (i.e., transactions are permissible) on the second (2nd) trading day after Cisco releases information to the f (i.e., transactions are prohibited) at the close of trading on the last day of the second month of each fiscal quarter.

In addition, the Chief Legal Officer may close the trading window at any time in view of significant events or developments regarding C trading restriction may not disclose to any outside third party that the trading window has been closed in this manner.

A calendar showing the trading window is distributed to all members of the Cisco Board of Directors and is available on the Cisco Emplo

The opening of the trading window as outlined in this section does not in any way override the policy expressed in Section 4.1 abo information. As noted in Section 4.2, there can, of course, be material, non-public information about Cisco with reference to matters o become aware of material, non-public information during a period when the trading window is otherwise open, you may not trans disseminated or has become immaterial.

If you have any questions as to whether you are an Insider, you must contact one of the appropriate attorneys in the Cisco Legal Depar is closed.

Stock Option Exercises. Cisco personnel subject to the trading window who wish to exercise their outstanding Cisco stock options must abide by th

- If the stock option is being exercised with a cash payment or with shares of Cisco common stock, without the concurrent sale of the purcha
- If the stock option is being exercised in connection with a same-day sale program or other concurrent sale of Cisco securities, the exercise to a "Qualified Trading Plan," as described below.

Employee Stock Purchase Plan. Purchases of Cisco common stock on the specific purchase dates applicable under the Employee Stock Purcha election to participate in the ESPP for any enrollment period, and all subsequent sales of ESPP shares are governed by this Policy, including any a

Dividend Reinvestment Plan. Purchases of Cisco common stock pursuant to a dividend reinvestment plan that result from the reinvestment of divid

However, all subsequent sales of such stock purchased pursuant to a dividend reinvestment plan are governed by this Policy, including

4.4. Qualified Trading Plans (Rule 10b5-1 Plans)

The trading window restrictions set forth above will not apply to any transactions (e.g., purchase, sale or gift) in Cisco securities made b

The SEC has adopted certain rules that allow an Insider to transact in securities, even when the Insider is aware of material, non-public (commonly referred to as a Rule 10b5-1 Plan) that was implemented before the Insider became aware of the information. Similarly, Cis Section 4.3 above will not apply to any transactions in securities pursuant to a Qualified Trading Plan. In order to qualify for these excep pre-determined written plan and without your subsequent discretion or control. A Qualified Trading Plan may only be adopted by you w you are an Insider you may only adopt a Qualified Trading Plan while the trading window is open.

In order to adopt a Qualified Trading Plan, you must contact an experienced and sophisticated stockbroker or financial advisor who ca complicated rules issued by the SEC, and must be pre-cleared by Cisco's Chief Legal Officer or their designee. Although the Cisco Lega bears the responsibility for the Qualified Trading Plan's compliance with all regulatory provisions so that the plan protects the employee

A "Qualified Trading Plan" is a written plan for transacting in Cisco securities that is intended to satisfy the affirmative defense conditio

4.5. Prohibition on Speculative Trading and Hedging Transactions

Cisco believes it is improper and inappropriate for Cisco employees and members of the Cisco Board of Directors to engage in specul short sales. Short sales of Cisco's securities evidence an expectation on the part of the seller that the securities will decline in value, short sales may reduce the seller's incentive to improve Cisco's performance in the future.

Cisco also believes it is improper and inappropriate for Cisco employees and members of the Cisco Board of Directors to engage performance of Cisco's stock price, such as transactions in put options, call options or other derivative securities. Transactions in optio

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Further, Cisco believes it is improper and inappropriate as a general proposition for Cisco employees and members of the Cisco Board sale contracts because these types of arrangements would in most cases allow Cisco employees and members of the Cisco Board of with respect to vested and unexercised options often in exchange for all or part of the potential upside appreciation in the stock. If that have the same objectives as Cisco's other stockholders in respect of the shares covered by such arrangements.

Therefore, Cisco's policy is that Cisco employees and members of the Cisco Board of Directors may not engage in any speculative trans put options, call options or other derivative securities, or engaging in any other forms of hedging transactions, such as collars or forw employees and members of the Cisco Board of Directors, and other stockholders.

In addition to the speculative transactions described above in this Section 4.5, engaging in active, short-term trading in Cisco secu transactions are based on material, non-public information. You are strongly discouraged from trading in Cisco securities for short-term

4.6. Margin Accounts and Pledged Securities

This Policy does not preclude Cisco personnel (other than Section 16 Officers and members of the Cisco Board of Directors) from collateral for a loan. However, a sale of Cisco securities pursuant to a margin call or loan foreclosure, even if you are not aware of such a time when you are aware of material, nonpublic information or you are otherwise not permitted to transact in Cisco securities. Cons pledging such securities as collateral for a loan must undertake to prevent the sale of those Cisco securities at any time when such Cisc

Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material, non-public information (or otherwi Cisco Board of Directors are prohibited from holding Cisco securities in a margin account or otherwise pledging Cisco securities as coll

4.7. Special Rules Applicable to Section 16 Officers and the Cisco Board of Directors

Section 16 Officers (as designated by the Cisco Board of Directors) and members of the Cisco Board of Directors are subject to add transactions in the securities of Cisco. These include (i) the requirement under Rule 144 to file a Form 144 with the SEC upon any sale, (i under Section 16(b) of the Exchange Act, and (iii) the requirements to file with the SEC reports of all purchases, sales or other transactic

Form 144 Filing Requirement.If you are a Section 16 Officer or a member of the Cisco Board of Directors, you or your broker must file a Form 144 must be transmitted for filing to the SEC concurrently with either the placing with a broker of an order to execute a sale of se sale. Most brokers will either assist with or make this filing on behalf of the individual.

Section 16(b) "Short-Swing Profit" Restriction. All Section 16 Officers and all members of the Cisco Board of Directors are also bour effectively prohibits the purchase and sale, or sale and purchase, of Cisco securities within any six-month period.

Section 16(a) Filing Requirements. Finally, all Section 16 Officers and all members of the Cisco Board of Directors are subject to the re all Section 16 Officers and all members of the Cisco Board of Directors must report any changes in their "beneficial ownership" of Cis following the day on which the transaction occurs. This reporting requirement applies to most acquisitions and dispositions of Cisco se awards, vesting of stock unit awards and exercises of stock options. For example, for same-day exercises and sales of stock options, t the shares are sold, not the transaction settlement date.

The reporting requirements under Section 16(a) of the Exchange Act apply to acquisitions and dispositions of Cisco securities "benefici purposes of Section 16 of the Exchange Act, a person is deemed to beneficially own any security from which the person can derive a securities held in the person's own name or held jointly with others. A person also is considered the indirect owner of any securities Thus, equity securities of Cisco beneficially owned through partnerships, corporations, trusts, estates and family members may be sul held by his or her spouse and family members sharing his or her home.

In order to facilitate compliance with these filing requirements, Cisco requires all Section 16 Officers and all members of the Cisco Boar

- Provide pre-notification to Cisco of all proposed transactions (including gifts, option exercises or other non-market transactions) in Cisco se
- Encourage and request all brokers handling transactions to provide immediate communication to Cisco regarding those transactions; and
- Execute a power-of-attorney to authorize specifically designated Cisco representatives to sign Forms 3, 4 and 5 reports on their behalf.

4.8. Transactions by Cisco

Cisco will not engage in transactions in Cisco securities, except in compliance with applicable securities laws.

4.9. Questions

If you have any questions about the scope or application of this Policy, please contact the appropriate attorneys of the Cisco Legal Depa

SUBSIDIARIES OF THE REGISTRANT
As of July 29, 2023 July 27, 2024

Subsidiaries

"Cisco Internetworking" Limited Liability Company
3CInteractive LLC
47Line Technologies Private Limited
Acacia Communications (Ireland) Limited
Acacia Communications (Shenzhen) Ltd.
Acacia Communications Holdings, Ltd.
Acacia Communications, Inc.
Acacia Technologies (UK) Limited
Acacia Technology, Inc.
Acano (UK) Limited
Accedian Canada Software ULC Accedian Canada Logiciel ULC
Accedian France SAS
Accedian Holdings CAN, ULC
Accedian Holdings US LLC
Accedian Networks (Ireland) Limited
Accedian Networks (Japan) KK
Accedian Networks (Sweden) AB
Accedian Networks (UK) Ltd
Accedian Networks Comercio de Equipamentos de Redes e Servicos Ltda
Accedian Networks Inc. / Les Reseaux Accedian Inc.
Accedian Networks India Private Limited
Accedian Networks LLC
Accedian Networks México, S. De R.L. De C.V.
Accedian Networks US LLC
ACIA Communications Technology (India) Private Limited
Airespace Wireless Networks Private Limited
AppDynamics Asia Pacific Pte. Ltd.
AppDynamics International Ltd
AppDynamics LLC
AppDynamics Proprietary Limited
AppDynamics Technologies India Private Limited
AppDynamics UK Ltd
Armorblox LLC
Armorblox Private Limited
BGPmon Network Solutions Inc.
BroadSoft Adaption LLC
BroadSoft Australia Pty Limited
BroadSoft Contact Center LLC
BroadSoft Germany GmbH
BroadSoft International LLC
BroadSoft Italy S.r.l.
BroadSoft Ltd
BroadSoft Mexico, S. de R.L. de C.V.
BroadSoft SAS
BroadSoft Technologies Private Ltd.
BroadSoft UK Holding Company Ltd
BroadSoft UK Operating Company Ltd
BroadSoft, Inc.
Center for Cisco Heritage, LLC
Chilli Digital Europe Limited
Cisco (China) Innovation Technology Co., Ltd.

Cisco (China) Innovation Technology Co., Ltd.
Cisco (Saudi Arabia) Support Limited
Cisco Bahrain W.L.L
Cisco Bilgisayar ve Internet Sistemleri Limited Sirketi

Subsidiaries

Cisco Capital (Dubai) Limited
Cisco Capital Mexico, S. de R.L. de C.V.
Cisco China Company, Limited
Cisco China Holdings (HK) Limited
Cisco Comercio e Servicos de Hardware e Software do Brasil Ltda
Cisco Commerce India Private Limited
Cisco do Brasil Ltda
Cisco Dutch Holdings B.V.
Cisco International Israel Limited
Cisco International Limited

Subsidiaries

Cisco International Taiwan, Ltd.
Cisco Internetworking Systems Hellas S.A.
Cisco Investments B.V.
Cisco Investments LLC
Cisco ISH B.V.
Cisco Malaysia Managed Services SDN. BHD.
Cisco Morocco
Cisco Netherlands B.V.
Cisco Norway AS
Cisco Norway Holdings AS
Cisco OpenDNS LLC
Cisco Optical GmbH
Cisco Photonics Italy S.r.l.
Cisco QSTP-LLC
Cisco Ravenscourt L.L.C.
Cisco RG Israel Ltd
Cisco Saudi Arabia Limited
Cisco SCM (Thailand) Limited
Cisco Serbia doo Beograd
Cisco Services & Spares India Private Limited
Cisco Services (Hong Kong) Limited
Cisco Services Malaysia SDN. BHD.
Cisco Solutions France SAS
Cisco Solutions (Switzerland) GmbH
Cisco Solutions GmbH
Cisco Solutions Guatemala, Limitada
Cisco Systems (Argentina) S.A.
Cisco Systems (China) Information Technology Services Limited
Cisco Systems (China) Networking Technology Co., Ltd.
Cisco Systems (China) Research and Development Co., Ltd.
Cisco Systems (Colombia) Limitada
Cisco Systems (Czech Republic) s.r.o.
Cisco Systems (HK) Holdings Limited
Cisco Systems (HK) Limited
Cisco Systems (India) Private Limited
Cisco Systems (Italy) S.r.l.
Cisco Systems (Jordan)
Cisco Systems (Korea) Limited
Cisco Systems (Malaysia) SDN. BHD.
Cisco Systems (Myanmar) Company Limited
Cisco Systems (Nigeria) Limited
Cisco Systems (Puerto Rico) Corp.
Cisco Systems (Senegal) SUARL
Cisco Systems (South Africa) (Proprietary) Limited
Cisco Systems (Spain), S.L.

Subsidiaries

Cisco Systems (Sweden) AB

Cisco Systems (Switzerland) GmbH

Cisco Systems (Switzerland) Investments Ltd.

Cisco Systems (Thailand) Limited

Cisco Systems (Trinidad & Tobago) Limited

Cisco Systems (USA) Pte. Ltd.

Cisco Systems Algeria EURL

Cisco Systems Australia Pty Limited

Cisco Systems Austria GmbH

Cisco Systems Belgium BV

Subsidiaries

Cisco Systems Bulgaria EOOD
Cisco Systems Canada Co. / Les Systemes Cisco Canada CIE
Cisco Systems Capital (Australia) Pty Limited
Cisco Systems Capital (India) Private Limited
Cisco Systems Capital (Korea) Limited
Cisco Systems Capital (Thailand) Limited
Cisco Systems Capital Asia Pte. Ltd.
Cisco Systems Capital Canada Co./Les Systemes Cisco Capital Canada CIE
Cisco Systems Capital China Corporation
Cisco Systems Capital Corporation
Cisco Systems Capital France SAS
Cisco Systems Capital GmbH
Cisco Systems Capital K.K.
Cisco Systems Capital Netherlands B.V.
Cisco Systems Capital SDN. BHD.
Cisco Systems Capital South Africa (Proprietary) Limited
Cisco Systems Chile S.A.
Cisco Systems Costa Rica, Sociedad Anonima
Cisco Systems Croatia Ltd. For Trade
Cisco Systems Cyprus Ltd.
Cisco Systems Danmark ApS
Cisco Systems de Mexico, S. de R.L. de C.V.
Cisco Systems Dominicana, S.R.L.
Cisco Systems Egypt L.L.C.
Cisco Systems El Salvador, Ltda. de C.V.
Cisco Systems Estonia OU
Cisco Systems Finance International Unlimited Company
Cisco Systems Finland OY
Cisco Systems France Sarl
Cisco Systems G.K.
Cisco Systems GmbH
Cisco Systems Holding GmbH
Cisco Systems Holdings UK Limited
Cisco Systems Hungary Ltd. / Cisco Systems Hungary Servicing and Trading Limited Liability Company
Cisco Systems International B.V.
Cisco Systems International FZ-LLC
Cisco Systems International Sàrl
Cisco Systems Internetworking (Ireland) Limited
Cisco Systems Internetworking d.o.o. Za Marketing, Tehnicke I Druge Usluge Sarajevo
Cisco Systems Internetworking Iletisim Hizmetleri Limited Sirketi
Cisco Systems Island Ehf.
Cisco Systems Israel Ltd.
Cisco Systems Limited
Cisco Systems LLC

Subsidiaries

Cisco Systems Luxembourg International s.à r.l.

Cisco Systems Macedonia DOOEL Skopje

Cisco Systems Management B.V.

Cisco Systems Netherlands Holdings B.V.

Cisco Systems New Zealand Limited

Cisco Systems Norway AS

Cisco Systems Pakistan (Private) Limited

Cisco Systems Panama S. de R.L.

Subsidiaries

Cisco Systems Peru S.A.

Cisco Systems Poland Sp. z o. o.

Cisco Systems Portugal - Sistemas Informáticos, Sociedade Unipessoal, Limitada

Cisco Systems Romania S.r.l.

Cisco Systems Services B.V.

Cisco Systems Slovakia, spol. s. r.o.

Cisco Systems Taiwan, Ltd.

Cisco Systems Uruguay S.R.L.

Cisco Systems Venezuela, C.A.

Cisco Systems Vietnam Limited (Cong Ty Trach Nhiem Huu Han Cisco Systems Vietnam)

Cisco Technologies (Beijing) Co., Ltd

Cisco Technologies New Zealand Limited

Cisco Technologies Philippines, Inc.

Cisco Technology (Bermuda) Ltd.

Cisco Technology and Services (South Africa) (Pty) Ltd.

Cisco Technology Bangladesh Ltd.

Cisco Technology Belgium BV

Cisco Technology Denmark ApS

Cisco Technology Services (Dalian) Co., Ltd.

Cisco Technology, Inc.

Cisco THV LLC

Cisco Tunisia SARL

Cisco WebEx LLC

Cisco Wood Norway Holdings AS

Cisco Worldwide Holdings Ltd.

CiscoSystems Ecuador S.A.

CliQr Technologies India Private Limited

CliQr Technologies LLC

Cloupia Code BGP LLC

Cloupia Software Solutions Private Limited Code BGP Monoprosopi I.K.E.

CSI BD (Mauritius)

CSI Mauritius Inc.

Customer Analytics Technologies LLC

Customer Analytics Technologies Pte. Ltd

Customer Insight 360 Technologies Private Limited

Dashbase LLC

Datagrid Systems LLC

Duo Security LLC

Epsagon LLC

Epsagon Ltd.

Exablaze Pty Ltd

ExtendMedia LLC

Fluidmesh Networks S.r.l.

Fluidmesh Networks, LLC

Hangzhou Dashbase Technology Co.

Healthcare Communications UK Ltd

IMI Mobile Vas Ltd FZE

Subsidiaries

IMI Mobile VAS Nigeria Limited
IMImobile African Holdings Limited
IMImobile Canada ULC
IMImobile Cloud Communications (India) Private Limited
IMImobile Europe Limited
IMImobile Holdings Ltd

Subsidiaries

IMImobile Intelligent Networks Limited

IMImobile International Limited

IMImobile Limited

IMImobile LLC

IMImobile North America LLC

IMImobile SAT Limited

IMImobile Software Limited

IMImobile South Africa (Pty) Ltd

IMImobile South Africa 1 Limited

IMImobile South Africa 2 Limited

Impact Mobile USA LLC

Intucell Ltd. Isovalent GmbH

Involvio Isovalent LLC

Jasper Technologies LLC

July New Media Solutions and Technologies Private Limited

July Systems and Technologies Private Limited

July Systems LLC

Kenna Security LLC

Leaba Semiconductor Ltd.

Lenco International Limited

Lenco Technology Group Limited

Lightspin Inc. LLC

Lightspin Technologies Ltd.

Limited Liability Company "Cisco Systems Ukraine"

Luxtera LLC

LX Capital Limited

Meraki Japan G.K.

Meraki Limited

Meraki LLC

Meraki Networks Australia Pty Limited

Modcam AB

NDS Finance Limited

NDS Group Limited

NDS Holdings B.V.

NDS Sweden AB

Neohapsis International LLC

Neohapsis LLC

Neohapsis Software Private Limited

Neohapsis, Inc.

Oort Cloud Ltd.

Oort LLC

Pawaa Software Private Limited

Perspica Networks Private Limited

Portshift Software Technologies Ltd

PT Cisco Systems Indonesia

PT. PT Cisco Technologies Indonesia

replex GmbH

Rizio LLC

Rostrum Solutions Limited

Rostrvm Solutions Limited

SamKnows Limited

SamKnows LLC

Sedonasys Systems LTD

Subsidiaries

Sedonasys Systems, S. de R.L. de C.V.

Sentryo SAS

SIA "Cisco Latvia"

SignalFx France SARL

SignalFx Germany GmbH

SignalFx LLC

SignalFx Netherlands B.V.

SignalFx Sweden AB

sli.do s. r. o.

Smartlook.com, s.r.o.

Socio Labs LLC

Splunk Cayman Holding Ltd.

Subsidiaries Splunk Inc.

Splunk Information Technology (Shanghai) Co., Ltd.

Splunk Ireland Limited

Splunk Services Arabia Limited

Splunk Services Australia Pty. Ltd.

Splunk Services Belgium BV

Splunk Services Canada ULC

Splunk Services Cayman Ltd.

Splunk Services Costa Rica Sociedad De Responsabilidad Limitada

Splunk Services Czech Republic s.r.o.

Splunk Services Estonia OÜ

Splunk Services France SAS

Splunk Services FZ-LLC

Splunk Services Germany GmbH

Splunk Services Hong Kong Limited

Splunk Services India Private Limited

Splunk Services Israel Ltd.

Splunk Services Japan GK

Splunk Services Korea

Splunk Services LLC

Splunk Services Malaysia Sdn. Bhd.

Splunk Services Netherlands B.V.

Splunk Services New Zealand Limited

Splunk Services Poland sp. z.o.o.

Splunk Services Singapore Pte. Ltd.

Splunk Services South Africa (PTY) Ltd.

Splunk Services Sweden AB

Splunk Services Switzerland AG

Splunk Services UK Limited

Splunk Serviços do Brasil Ltda.

Splunk Technology Consulting (Beijing) Co., Ltd.

Starent International LLC

Starent Networks (India) Private Limited

Starent Networks India Sales and Services Private Limited

Starent Networks LLC

Tail-f Systems AB

Tandberg Products UK Limited

Tandberg Technology (India) Private Limited

Tandberg Telecom UK Limited

Tap2Bill Limited

Textlocal Ltd

ThousandEyes Germany GmbH

Subsidiaries

ThousandEyes LLC

TwinWave Security LLC

Txtlocal Limited

UAB "Cisco LT"

Ukhozi Digital (Pty) Limited

Valtix LLC

Viptela International Holding, LLC

Viptela LLC

vIPtela Systems Private Limited

Viptela, Inc.

WebEx (China) Software Co., Ltd.

WebEx Asia Limited

WebEx Communications B.V.

WebEx Communications Deutschland GmbH

WebEx Communications France Sarl

WebEx Communications India Private Limited

WebEx Communications UK, Ltd.

WebEx Worldwide B.V.

Working Group Two AB

Working Group Two AS

Working Group Two G.K.

Working Group Two GmbH

Wrappup FZ-LLC

Wrappup LLC

Zomojo Pty. Ltd.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCO

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-277109) and on Form S-8 (N 147523, 333-163864, 333-185663, 333-185667, 333-189931, 333-192055, 333-196968, 333-196970, 333-199154, 333-200775, 333-201804, 3: 210396, 333-210874, 333-212776, 333-212952, 333-213948, 333-217083, 333-218647, 333-219935, 333-219937, 333-222007, 333-222449, 3 333-272205) 333-276619) of Cisco Systems, Inc. of our report dated September 7, 2023 September 5, 2024 relating to the financial stateme Form 10-K.

/s/ PricewaterhouseCoopers LLP

San Jose, California
September 7, 2023 5, 2024

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFI
PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15

AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, Charles H. Robbins, certify that:

1. I have reviewed this annual report on Form 10-K of Cisco Systems, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to ma
not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects
periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defin
(as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supe
   subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under ou
   the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about th
   this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most
   materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reportin
persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are rea
   financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's interna

Date: September 7, 2023 September 5, 2024

/S/ Charles H. Robbins

Charles H. Robbins
Chair and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION OF PRINCIPAL FINANCIAL OFFI
PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15
AS ADOPTED PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, R. Scott Herren, certify that:

1. I have reviewed this annual report on Form 10-K of Cisco Systems, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to ma
not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects
periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defin
(as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supe
subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under ou
the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about th
this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most
materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reportin
persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are rea
financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's interna

Date: September 7, 2023 September 5, 2024

/S/ R. Scott Herren

R. Scott Herren

Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFI
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

I, Charles H. Robbins, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Ox

- The Annual Report on Form 10-K of the Company for the fiscal year ended July 29, 2023 July 27, 2024, as filed with the Securities and Ex
of the Securities Exchange Act of 1934; and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Com

Date: September 7, 2023 September 5, 2024

/S/ Charles H. Robbins

Charles H. Robbins

Chair and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION OF PRINCIPAL FINANCIAL OFFI
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

I, R. Scott Herren, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley

- The Annual Report on Form 10-K of the Company for the fiscal year ended July 29, 2023 July 27, 2024, as filed with the Securities and Ex of the Securities Exchange Act of 1934; and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Com

Date: September 7, 2023 September 5, 2024

/S/ R. Scott Herren

R. Scott Herren
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

CISCO SYSTEMS, INC.

COMPENSATION RECOVERY POLICY

(Effective as of October 2, 2023)

1. Purpose

Cisco Systems, Inc. (collectively with its subsidiaries, the "***Company***") adopts this Compensation Recovery Policy (this "***Policy***") to comply with refer to Exhibit A attached hereto (the "***Definitions Exhibit***") for the definitions of capitalized terms used throughout this Policy.

2. Miscalculation of Financial Reporting Measure Results

In the event of a Restatement, the Company will seek to recover, reasonably promptly, all Recoverable Incentive Compensation from all to any individual knowledge or responsibility related to the Restatement. Notwithstanding the foregoing, if the Company is required t Incentive Compensation if the Compensation Committee determines it Impracticable to do so, after exercising a normal due process rev

3. Other Actions

The Compensation Committee may, subject to applicable law, seek recovery in the manner it chooses, including by seeking reimbur electing to withhold unpaid compensation, by set-off, or by rescinding or canceling unvested stock. In the reasonable exercise of its bu determine whether and to what extent additional action is appropriate to address the circumstances surrounding a Restatement to m appropriate.

4. No Indemnification or Reimbursement

Notwithstanding the terms of any other policy, program, agreement, or arrangement, in no event will the Company or any of its affiliate will the Company or any of its affiliates pay premiums on any insurance policy that would cover a Covered Person's potential obligation

5. Administration of Policy

The Compensation Committee has full authority to administer this Policy, and subject to the provisions of this Policy, Rule 10D-1 of the determinations and interpretations and take such actions in connection with this Policy as it deems necessary, appropriate, or advisab binding, and conclusive.

6. **Other Claims and Rights**

The remedies under this Policy are in addition to, and not in lieu of, any other legal and equitable claims the Company or any of its aff offset against any Covered Person that is required pursuant to any statutory repayment requirement (regardless of whether implemen Policy),

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or any actions that may be imposed by law enforcement agencies, regulators, administrative bodies, or other authorities. Further, th impact any other rights that the Company or any of its affiliates may have with respect to any Covered Person subject to this Policy.

7. **Acknowledgement by Covered Persons; Condition to Eligibility for Incentive Compensation**

The Company will provide notice and seek acknowledgement of this Policy from each Covered Person, provided that the failure to provi enforceability of this Policy. After the Effective Date, the Company must be in receipt of a Covered Person's acknowledgement as a con Compensation subject to this Policy is not earned, even if already paid, until the Policy ceases to apply to such Incentive Compensation

8. **Effectiveness**

Except as otherwise determined in writing by the Compensation Committee, this Policy applies to any Incentive Compensation that is Received supersedes in its entirety the Company's Senior Executive Compensation Recoupment Policy (the "***Prior Policy***"). Notwithstanding the forego existence, and satisfaction, of conditions as set forth in the Prior Policy, may otherwise be deemed earned prior to the Effective Date. This Policy the Company and its affiliates.

9. **Successors**

This Policy is binding and enforceable against all Covered Persons and their successors, beneficiaries, heirs, executors, administrators

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Exhibit A

CISCO SYSTEMS, INC.

COMPENSATION RECOVERY POLICY

DEFINITIONS EXHIBIT

"***Applicable Officer***" means the Company's president, principal executive officer, principal financial officer, principal accounting officer (or if there unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other pers making functions for the Company.

"***Applicable Period***" means the three completed fiscal years of the Company immediately preceding the earlier of (i) the date the Board, a commi action is not required, concludes (or reasonably should have concluded) that a Restatement is required or (ii) the date a court, regulator, or other also includes any transition period (that results from a change in the Company's fiscal year) within or immediately following the three completed fis

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

"***Compensation Committee***" means the Company's committee of independent directors responsible for executive compensation decisions, or in th

"***Covered Person***" means any person who is, or was at any time, during the Applicable Period, an Applicable Officer of the Company. For the avoi retired, or transitioned to an employee role (including after serving as an Applicable Officer in an interim capacity) during the Applicable Period.

"***Effective Date***" means October 2, 2023.

"***Financial Reporting Measure***" means a measure that is determined and presented in accordance with the accounting principles used in pre measures, such as those appearing in the Company's earnings releases or Management Discussion and Analysis), and any measure that is d measures derived wholly or in part therefrom) shall be considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting with the Securities and Exchange Commission.

"***Impracticable.***" The Compensation Committee may determine in good faith that recovery of Recoverable Incentive Compensation is "Impracticab of the Company where that law was adopted prior to November 28, 2022 and the Company provides an opinion of home country counsel to that third party to assist in enforcing this Policy would exceed the Recoverable Incentive Compensation and the Company has (A) made a reasonable the Company's applicable listing exchange; or (iii) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits 401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended.

"***Incentive Compensation***" means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financ respect to any salary increases earned wholly or in part based on the attainment of a Financial Reporting Measure performance goal); bonuses bonus pool that is determined by satisfying a Financial Reporting Measure performance goal; bonuses paid solely upon satisfying one or more su awards earned solely upon satisfying one or more strategic measures or operational measures; and equity awards that vest solely based on the pa

"***Received.***" Incentive Compensation is deemed "Received" in the Company's fiscal period during which the Financial Reporting Measure specifie Compensation occurs after the end of that period.

"***Recoverable Incentive Compensation***" means the amount of any Incentive Compensation (calculated on a pre-tax basis) Received by a Covere been Received if the calculation were based on the Restatement. For the avoidance of doubt, Recoverable Incentive Compensation does not inclu position or capacity meeting the definition of an Applicable Officer, (ii) who did not serve as an Applicable Officer at any time during the performan class of its securities listed on a national securities exchange or a national securities association. For Incentive Compensation based on (or d Compensation is not subject to mathematical recalculation directly from the information in the applicable Restatement, the amount will be det Restatement on the stock price or total shareholder return upon which the Incentive Compensation was Received (in which case, the Company documentation to the Company's applicable listing exchange).

"***Restatement***" means an accounting restatement of any of the Company's financial statements filed with the Securities and Exchange Commiss material noncompliance with any financial reporting requirement under U.S. securities laws, regardless of whether the Company or Covered accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements o the error were corrected in the current period or left uncorrected in the current period (commonly referred to as "little r" restatements).

DISCLAIMER

THE INFORMATION CONTAINED IN THE REFINITIV CORPORATE DISCLOSURES DELTA REPORT™ IS A COMPARISON OF TWO F
OMISSIONS, OR INACCURACIES IN THE REPORT INCLUDING THE TEXT AND THE COMPARISON DATA AND TABLES. IN NO WAY
FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN THIS REPORT. USERS AF
BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.