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**COMPANY NAME HERE, INC.
STOCK OPTION GRANT NOTICE
2004 STOCK INCENTIVE PLAN
(Early Exercise)**

Company Name Here, Inc. (the "Company") hereby grants to Participant an Option (the "Option") to purchase shares of the Company's Common Stock. The Option is subject to all the terms and conditions set forth in this Stock Option Grant Notice (this "Grant Notice") and in the Stock Option Agreement and the Company's 2004 Stock Incentive Plan (the "Plan"), which are attached to and incorporated into this Grant Notice in their entirety.

Participant: _____

Grant Date: _____

[date of Board approval of grant]

Vesting Commencement Date: _____

[typically grant date or date of hire]

Number of Shares Subject to Option: _____

Exercise Price (per Share): _____

Option Expiration Date: _____

(subject to earlier termination in accordance with the terms of the Plan and the Stock Option Agreement) *[option expiration date is typically 10 years from grant date]*

Type of Option:

Incentive Stock Option* Nonqualified Stock Option

Exercise Schedule:

Immediately exercisable.

Vesting Schedule:

1/4th of the shares subject to the Option will vest on the one-year anniversary of the Vesting Commencement Date.

1/48th of the shares subject to the Option will vest monthly thereafter over the next three years.

Additional Terms/Acknowledgement: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Grant Notice, the Stock Option Agreement and the Plan. Participant further acknowledges that as of the Grant Date, this Grant Notice, the Stock Option Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the Option and supersede all prior oral and written agreements on the subject [with the exception of the following agreements: _____].

COMPANY NAME HERE, INC.

PARTICIPANT

By: _____

Its: _____

Signature

Date: _____

Attachments:

1. Stock Option Agreement
2. 2004 Stock Incentive Plan

Address: _____

Taxpayer ID: _____

* See Sections 4 and 5 of the Stock Option Agreement.

COMPANY NAME HERE, INC.
2004 STOCK INCENTIVE PLAN

STOCK OPTION AGREEMENT

Pursuant to your Stock Option Grant Notice ("Grant Notice") and this Stock Option Agreement, Company Name Here, Inc. has granted you an Option under its 2004 Stock Incentive Plan (the "Plan") to purchase the number of shares of the Company's Common Stock indicated in your Grant Notice (the "Shares") at the exercise price indicated in your Grant Notice. Capitalized terms not explicitly defined in this Stock Option Agreement but defined in the Plan have the same definitions as in the Plan.

The details of the Option are as follows:

1. **Vesting.** Subject to the limitations contained herein, the Option will vest as provided in your Grant Notice, provided that vesting will cease upon the termination of your employment or service relationship with the Company or a Related Company and the unvested portion of the Option will terminate.

2. **Exercise Prior to Vesting ("Early Exercise").** If permitted in your Grant Notice (i.e., the "Exercise Schedule" indicates that the Option is "immediately exercisable") and subject to the provisions of the Option, you may elect at any time that is both (a) during the period of your employment or service with the Company or a Related Company and (b) during the term of the Option, to exercise all or part of the Option, including the nonvested portion of the Option, except that:

(i) if you exercise only a portion of the Option, the exercise will cover first any vested portion of the Option and then the earliest unvested portion of the Option;

(ii) any Shares so purchased from installments that have not vested as of the date of exercise (the "Unvested Shares") will be subject to the Company's repurchase option as described in the Company's form of Early Exercise Notice and Stock Purchase Agreement (the "Early Exercise Agreement") to be provided;

(iii) you will enter into the Early Exercise Agreement pursuant to which the Unvested Shares will vest (and to the extent so vested cease to be Unvested Shares subject to the Company's repurchase option) in accordance with the vesting schedule set forth in your Grant Notice; and

(iv) you understand that you have sole responsibility to determine whether to file an election under Section 83(b) of the Code in connection with the exercise of the Option for Unvested Shares.

3. **Securities Law Compliance.** Notwithstanding any other provision of this Agreement, you may not exercise the Option unless the Shares issuable upon exercise are