

# MITEK SYSTEMS INC

## **FORM DEF 14A** (Proxy Statement (definitive))

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WASHINGTON, DC 20549

SCHEDULE 14A  
(RULE 14a-101)  
INFORMATION REQUIRED IN  
PROXY STATEMENT  
SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of  
the Securities Exchange Act of 1934  
(Amendment No. )

Filed by the Registrant

Filed by a party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement  
 **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**  
 Definitive Proxy Statement  
 Definitive Additional Materials  
 Soliciting Material under § 240.14a-12

**MITEK SYSTEMS, INC.**

(Name of Registrant as Specified in Its Charter)

(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

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**MITEK SYSTEMS, INC.**  
**600 B STREET, SUITE 100**  
**SAN DIEGO, CALIFORNIA 92101**

**NOTICE OF ANNUAL MEETING OF STOCKHOLDERS**  
**TO BE HELD MARCH 1, 2017**

**TO THE STOCKHOLDERS OF MITEK SYSTEMS, INC.**

The annual meeting of stockholders of Mitek Systems, Inc. will be held at 9:00 a.m., local time, on Wednesday, March 1, 2017, at our executive offices located at 600 B Street, Suite 100, San Diego, California 92101, for the following purposes:

1. To elect the following seven directors to serve until our 2018 annual meeting of stockholders and until their respective successors have been elected and qualified : James B. DeBello, William K. "Bill" Aulet, Vinton P. Cunningham, Kenneth D. Denman , James C. Hale, Bruce E. Hansen, and Alex W. "Pete" Hart;
2. To approve the amendment and restatement of the Mitek Systems, Inc. 2012 Incentive Plan in order to, among other things, (i) increase the number of shares of our common stock available for future grant under the plan by 3,500,000 (i.e. from 6,000,000 to 9,500,000); and (ii) designate 2,100,000 of such shares to be reserved for issuance pursuant to performance-based Senior Executive Long Term Incentive Restricted Stock Units, which will only vest if the Company meets a significant threshold of stock price appreciation by the end of the performance period, and of which initial grants will be made to our Chief Executive Officer, James B. DeBello; our Chief Technology Officer, Stephen J. Ritter; and our Chief Financial Officer, Russell C. Clark in an aggregate of 1,300,000 Senior Executive Long Term Incentive Restricted Stock Units;
3. To approve an amendment to the Mitek Systems, Inc. Director Restricted Stock Unit Plan to increase the number of shares of our common stock available for future grant under the plan by 500,000 (i.e., from 1,000,000 to 1,500,000) and extend the term of the plan;
4. To ratify the selection of Mayer Hoffman McCann P.C. as our independent registered public accounting firm for the fiscal year ending September 30, 2017;
5. To approve, on an advisory (non-binding) basis, the compensation of our named executive officers as presented in the Proxy Statement accompanying this notice;
6. To approve, on an advisory (non-binding) basis, the frequency of the advisory stockholder vote on the compensation of our named executive officers; and
7. To transact such other business as may properly come before the meeting or any adjournment or postponement thereof.

These items of business are more fully described in the Proxy Statement accompanying this notice.

Our Board of Directors has fixed the close of business on January 13, 2017 as the record date for the determination of stockholders entitled to notice of and to vote at the annual meeting and all adjournments or postponements thereof. A list of these stockholders will be open to examination by any stockholder at the annual meeting and for ten days prior thereto during normal business hours at our executive offices located at 600 B Street, Suite 100, San Diego, California 92101. Enclosed for your convenience is a proxy card which may be used to vote your shares at the annual meeting. The proxy materials, including a proxy card and our Annual Report on Form 10-K for the fiscal year ended September 30, 2016, are available online at [www.proxydocs.com/MITK](http://www.proxydocs.com/MITK).

**You are invited to attend the annual meeting in person. Even if you expect to attend the annual meeting, it is important that you complete, sign, date and return the enclosed proxy card as promptly as possible in the enclosed return envelope (which is postage prepaid if mailed in the United States) in order to ensure that your shares are represented at the annual meeting. Even if you have voted by proxy, you may still revoke such proxy and vote in person if you attend the annual meeting. However, please note that if your shares are held of record by a broker, bank or other agent and you wish to vote at the annual meeting, you must obtain a proxy card issued in your name from such record holder.**

By Order of the Board of Directors



James B. DeBello  
Chairman of the Board

San Diego, California  
January 30, 2017

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MITEK SYSTEMS, INC.  
600 B STREET, SUITE 100  
SAN DIEGO, CALIFORNIA 92101

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PROXY STATEMENT  
FOR THE 2017 ANNUAL MEETING OF STOCKHOLDERS  
TO BE HELD ON MARCH 1, 2017

QUESTIONS AND ANSWERS ABOUT THIS PROXY MATERIAL AND VOTING

**Why am I receiving these materials?**

We sent you this proxy statement (the “**Proxy Statement**”) and the enclosed proxy card because the Board of Directors (the “**Board**”) of Mitek Systems, Inc. (sometimes referred to as “**we**”, “**us**”, “**our**”, “**Mitek**” or the “**Company**”) is soliciting your proxy to vote at our 2017 annual meeting of stockholders, or any adjournment or postponement thereof (the “**Annual Meeting**”). You are invited to attend the Annual Meeting and we request that you vote on the proposals described in this Proxy Statement. However, you do not need to attend the Annual Meeting to vote your shares. Instead, you may simply complete, sign, date and return the enclosed proxy card or submit your proxy through the Internet or by telephone according to the instructions contained in the enclosed proxy card.

We intend to mail this Proxy Statement and the accompanying materials to all stockholders of record entitled to vote at the Annual Meeting on or about February 3, 2017.

**When and where will the Annual Meeting be held?**

The Annual Meeting will be held at 9:00 a.m., local time, on Wednesday, March 1, 2017, at our principal executive offices located at 600 B Street, Suite 100, San Diego, California 92101.

**Who can vote at the Annual Meeting and how many votes do I have?**

Only stockholders of record at the close of business on January 13, 2017 will be entitled to vote at the Annual Meeting. At the close of business on this record date, there were 33,274,299 shares of common stock outstanding and entitled to vote. With respect to each proposal to be voted upon at the Annual Meeting, you are entitled to one vote for each share of common stock held as of the record date.

*Stockholder of Record: Shares Registered in Your Name*

If at the close of business on January 13, 2017, your shares of common stock were registered directly in your name with our transfer agent, Computershare, then you are the stockholder of record of these shares. As a stockholder of record, you may vote either in person at the Annual Meeting or by proxy. Whether or not you plan to attend the Annual Meeting, we urge you to complete, sign, date and return the enclosed proxy card or submit your proxy through the Internet or by telephone by following the instructions provided in the enclosed proxy card to ensure that your vote is counted.

*Beneficial Owner: Shares Registered in the Name of Your Broker, Bank or Other Agent*

If at the close of business on January 13, 2017 your shares of common stock were held, not in your name, but rather in an account at a brokerage firm, bank or other similar organization, then you are the beneficial owner of shares held in “street name” and these proxy materials are being forwarded to you by that organization. The organization holding your account is considered the stockholder of record for purposes of voting at the Annual Meeting. As the beneficial owner, you have the right to direct your broker, bank or other agent regarding how to vote the shares in your account. Certain of these institutions offer the ability to direct your agent how to vote through the Internet or by telephone. You are also invited to attend the Annual Meeting. However, because you are not the stockholder of record, you may not vote your shares in person at the Annual Meeting unless you request and obtain a valid proxy card issued in your name from your broker, bank or other agent in whose name the shares are registered prior to the Annual Meeting.

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## What am I voting on?

There are six matters scheduled for a vote at the Annual Meeting:

- Election of the seven nominees for director named in this Proxy Statement to serve until our 2018 annual meeting of stockholders and until their respective successors have been elected and qualified;
- Approval of the amendment and restatement of the Mitek Systems, Inc. 2012 Incentive Plan in order to, among other things, (i) increase the number of shares of our common stock available for future grant under the plan by 3,500,000 (i.e. from 6,000,000 to 9,500,000); and (ii) designate 2,100,000 of such shares to be reserved for issuance pursuant to performance-based Senior Executive Long Term Incentive Restricted Stock Units, which will only vest if the Company meets a significant threshold of stock price appreciation by the end of the performance period, and of which initial grants will be made to James B. DeBello, Stephen J. Ritter and Russell C. Clark in an aggregate of 1,300,000 Senior Executive Long Term Incentive Restricted Stock Units (the “**2012 Plan Amendment and Restatement**”);
- Approval of an amendment to the Mitek Systems, Inc. Director Restricted Stock Unit Plan to increase the number of shares of our common stock available for future grant under the plan by 500,000 (i.e., from 1,000,000 to 1,500,000), and extend the term of the plan (the “**Director Plan Amendment**”);
- Ratification of the selection of Mayer Hoffman McCann P.C. (“**Mayer Hoffman**”) as our independent registered public accounting firm for the fiscal year ending September 30, 2017;
- Approval, on an advisory (non-binding) basis, of the compensation paid to our named executive officers as presented in this Proxy Statement; and
- Approval, on an advisory (non-binding) basis, the frequency of the advisory stockholder vote on the compensation of our named executive officers.

## Will there be any other items of business on the agenda?

Other than the election of directors, the approval of the 2012 Plan Amendment and Restatement, the approval of the Director Plan Amendment, the ratification of the selection of Mayer Hoffman as our independent registered public accounting firm, the advisory vote on the compensation of our named executive officers and the advisory vote on the frequency of the advisory vote on the compensation of our named executive officers, the Board knows of no other matters to be presented at the Annual Meeting. If any other matter should be presented at the Annual Meeting upon which a vote may properly be taken, shares represented by all proxies received by the Board will be voted with respect to such matter in accordance with the judgment of the persons named as attorneys-in-fact in the proxies.

## What is the Board’s voting recommendation?

The Board recommends that you vote your shares:

- “For” each of the seven nominees for director named in this Proxy Statement;
- “For” the approval of the 2012 Plan Amendment and Restatement;
- “For” the approval of the Director Plan Amendment;
- “For” the ratification of the selection of Mayer Hoffman as our independent registered public accounting firm for the fiscal year ending September 30, 2017;
- “For” the approval, on an advisory (non-binding) basis, of the compensation paid to our named executive officers as presented in this Proxy Statement; and
- “For” the approval, on an advisory (non-binding) basis, of every three years as the frequency of the advisory stockholder vote on the compensation of our named executive officers.

## **How do I vote?**

With respect to the election of directors, you may either vote “for” any or all of the nominees proposed by the Board or you may “withhold” your vote for any or all of the nominees. For the approval of the 2012 Plan Amendment and Restatement, approval of the Director Plan Amendment, ratification of selection of our independent registered public accounting firm and approval, on an advisory (non-binding) basis, of the compensation paid to our named executive officers, you may vote “for” or “against” or abstain from voting. For approval, on an advisory (non-binding) basis, of the frequency of the advisory stockholder vote on the compensation of our named executive officers, you may vote “every year,” “every two years,” “every three years” or abstain from voting. The procedures for voting are described below, based upon the form of ownership of your shares.

### *Stockholder of Record: Shares Registered in Your Name*

If you do not wish to vote in person or you will not be attending the Annual Meeting, you may vote by proxy. You may vote by proxy using the enclosed proxy card, vote by proxy through the Internet or vote by proxy over the telephone. The procedures for voting by proxy are as follows:

- To vote by proxy using the enclosed proxy card, complete, sign and date your proxy card and return it promptly in the envelope provided.
- To vote by proxy through the Internet, go to the website address set forth on the enclosed proxy card and follow the instructions provided at the website.
- To vote by proxy over the telephone, dial the toll-free phone number listed on your proxy card under the heading “Vote by Phone” using a touch-tone phone and follow the recorded instructions.

If you vote by proxy, your vote must be received by 11:59 p.m. Eastern Standard Time on Tuesday, February 28, 2017, to be counted. If you are a stockholder of record and attend the Annual Meeting in person, you may vote in person at the Annual Meeting. We will give you a ballot when you arrive and any previous proxy that you submitted, whether by mail, Internet or telephone, will be superseded by the vote that you cast in person at the Annual Meeting. If you have any questions regarding how to submit your proxy or vote your shares at the Annual Meeting, please call our Corporate Secretary at (619) 269-6800.

We provide Internet and telephone proxy voting with procedures designed to ensure the authenticity and correctness of your proxy vote instructions. However, please be aware that you must bear any costs associated with your Internet and telephone access, such as usage charges from Internet access providers and telephone companies.

### *Beneficial Owner: Shares Registered in the Name of Your Broker, Bank or Other Agent*

If you are a beneficial owner of shares registered in the name of your broker, bank or other agent, you should have received a proxy card and voting instructions with these proxy materials from that organization rather than from the Company. To ensure that your vote is counted, simply complete, sign, date and mail the proxy card or, if provided by your agent, follow the instructions for submitting your proxy through the Internet or by telephone. To vote in person at the Annual Meeting, you must obtain a proxy card issued in your name from your broker, bank or other agent in whose name the shares are registered prior to the Annual Meeting. Follow the instructions from your broker, bank or other agent included with these proxy materials or contact your broker, bank or other agent to request a proxy card.

## **Who is paying for this proxy solicitation?**

We will pay the expenses of soliciting proxies for the Annual Meeting, including the cost of preparing, assembling and mailing the proxy materials. The Company has engaged Georgeson LLC, an independent proxy solicitation firm, to assist with the solicitation of proxies. Georgeson LLC will be paid approximately \$25,000 and will be reimbursed for its reasonable out-of-pocket expenses for these and other advisory services in connection with the Annual Meeting. Proxies may also be solicited in person or by telephone, facsimile, electronic mail, or other electronic medium by Georgeson LLC or, without additional compensation, by certain of the Company’s directors, officers and employees. We may request that any person holding stock in their name for the benefit of others, such as a broker, bank or other agent, forward the proxy materials to such beneficial owners and request authority to execute the proxy. We will reimburse any such broker, bank or other agent for their expenses in connection therewith .

## **What does it mean if I receive more than one proxy card?**

If you receive more than one proxy card, your shares are registered in more than one name or are registered in different accounts. Please complete, sign, date and return each proxy card to ensure that all of your shares are voted.

### **Can I change my vote after submitting my proxy?**

Yes. You may change your vote with respect to any proposal by revoking your proxy at any time prior to the commencement of voting with respect to such proposal at the Annual Meeting. If you are a stockholder of record, you may revoke your proxy in any one of three ways:

- You may submit another properly completed proxy with a later date by mail, through the Internet or by telephone (your latest Internet or telephone instructions submitted prior to the deadline will be followed);
- You may send a written notice that you are revoking your proxy to our Corporate Secretary at Mitek Systems, Inc., 600 B Street, Suite 100, San Diego, California 92101, Attn: Corporate Secretary by no later than the close of business on Tuesday, February 28, 2017; or
- You may attend the Annual Meeting and vote in person. However, simply attending the Annual Meeting will not, by itself, revoke your proxy.

If your shares are held of record by a broker, bank or other agent, you must contact such record holder to revoke any prior voting instructions or obtain a proxy card issued in your name from such record holder in order to vote in person at the Annual Meeting. Following the commencement of voting with respect to a proposal, you may not revoke your proxy or otherwise change your vote with respect to such proposal.

Votes will be counted by the inspector of elections appointed for the Annual Meeting.

### **How are my shares voted if I give no specific instruction?**

We must vote your shares as you have instructed. If there is a matter on which a stockholder of record has given no specific instruction but has authorized us generally to vote the shares, they will be voted as follows:

- “For” each of the seven nominees for director named in this Proxy Statement;
- “For” the approval of the 2012 Plan Amendment and Restatement;
- “For” the approval of the Director Plan Amendment;
- “For” the ratification of the selection of Mayer Hoffman as our independent registered public accounting firm for the fiscal year ending September 30, 2017;
- “For” the approval, on an advisory (non-binding) basis, of the compensation paid to our named executive officers as presented in this Proxy Statement; and
- “For” the approval, on an advisory (non-binding) basis, of every three years as the frequency of the advisory stockholders vote on the compensation of our named executive officers.

This general authorization would exist, for example, if a stockholder of record merely signs, dates and returns the proxy card but does not indicate how its shares are to be voted on one or more proposals. If other matters properly come before the Annual Meeting, or any adjournment or postponement thereof, and you do not provide specific voting instructions, your shares will be voted as recommended by the Board.

If your shares are held of record by a broker, bank or other agent, see “What is a broker non-vote?” below regarding the ability of brokers, banks and other such holders of record to vote the uninstructed shares of their clients or other beneficial owners in their discretion and for an explanation of broker non-votes.

### **What is a broker non-vote?**

Under rules that govern brokers, banks and other agents that are record holders of company stock held in brokerage accounts for their clients who beneficially own the shares, such record holders who do not receive voting instructions from their clients have the discretion to vote uninstructed shares on certain matters ( “**discretionary matters**” ), but do not have discretion to vote uninstructed shares as to certain other matters ( “**non-discretionary matters**” ). Accordingly, a broker may submit a proxy card on behalf of a beneficial owner from whom the broker has not received voting instructions that casts a vote with regard to discretionary matters but expressly states that the broker is not voting as to non-discretionary matters. The broker’s inability to vote on non-discretionary matters with respect to which the broker has not received voting instructions from the beneficial owner is referred to as a “broker non-vote.”



**What are the voting requirements that apply to the proposals discussed in this Proxy Statement?**

The election of directors contemplated by Proposal No. 1 will be decided by a plurality of the votes cast. Accordingly, the seven director nominees receiving the highest number of votes will be elected.

The approval of the 2012 Plan Amendment and Restatement contemplated by Proposal No. 2, approval of the Director Plan Amendment contemplated by Proposal No. 3, ratification of the selection of Mayer Hoffman as our independent registered public accounting firm contemplated by Proposal No. 4 and approval, on an advisory (non-binding) basis, of the compensation of our named executive officers contemplated by Proposal No. 5 each requires the affirmative vote of the holders of a majority of the shares of common stock present and entitled to vote either in person or by proxy at the Annual Meeting.

The approval, on an advisory (non-binding) basis, of the frequency of the advisory stockholder vote on the compensation of our named executive officers contemplated by Proposal No. 6 will be decided by a plurality of the votes cast. This means that the option for holding an advisory vote every one year, two years, or three years receiving the greatest number of votes will be considered the preferred frequency of the stockholders.

**What is the effect of withhold authority votes, abstentions and broker non-votes?**

*Withhold Authority Votes* : Shares subject to instructions to withhold authority to vote on the election of directors will not be voted. This will have no effect on Proposal No. 1—Election of Directors because, under plurality voting rules, the seven director nominees receiving the highest number of “for” votes will be elected.

*Abstentions* : Under Delaware law (under which Mitek is incorporated), abstentions are counted as shares present and entitled to vote at the Annual Meeting. Therefore, abstentions will have the same effect as a vote “against”, Proposal No. 2—Approval of the Amendment and Restatement of the Mitek Systems, Inc. 2012 Incentive Plan, Proposal No. 3—Approval of an Amendment to the Mitek Systems, Inc. Director Restricted Stock Unit Plan, Proposal No. 4—Ratification of the Selection of our Independent Registered Public Accounting Firm and Proposal No. 5—Approval, on an Advisory (Non-Binding) Basis, of the Compensation Paid to our Named Executive Officers. However, abstentions will have no effect on Proposal No. 1—Election of Directors because under the plurality voting rules, the seven director nominees receiving the highest number of “for” votes will be elected. Similarly, abstentions will have no effect on Proposal No. 6—Approval, on an Advisory (Non-Binding) Basis, of the Frequency of the Advisory Stockholder Vote on Compensation of our Named Executive Officers because, under plurality voting rules, the alternative receiving the highest number of “for” votes will be selected.

*Broker Non-Votes* : As a result of a change in the rules related to discretionary voting and broker non-votes, brokers, banks and other agents are no longer permitted to vote the uninstructed shares of their clients on a discretionary basis in the election of directors. Because broker non-votes are not considered under Delaware law to be entitled to vote at the Annual Meeting with respect to “non-discretionary” matters, they will have no effect on the outcome of the vote on Proposal No. 1—Election of Directors. Proposal No. 2—Approval of the Amendment and Restatement of the Mitek Systems, Inc. 2012 Incentive Plan, Proposal No. 3—Approval of an Amendment to the Mitek Systems, Inc. Director Restricted Stock Unit Plan, Proposal No. 5—Approval, on an Advisory (Non-Binding) Basis, of the Compensation Paid to our Named Executive Officers, and Proposal No. 6—Approval, on an Advisory (Non-Binding) Basis, of the Frequency of the Advisory Stockholder Vote on Compensation of our Named Executive Officers are considered “non-discretionary” matters on which your broker, bank or other agent will not be able to vote on your behalf if it does not receive instructions from you and, therefore, there may be broker non-votes on Proposal Nos. 2, 3, 5 and 6. If you hold your shares in street name and you do not instruct your broker, bank or other agent how to vote your shares on Proposal Nos. 1, 2, 3, 5 and 6, no votes will be cast on your behalf on these proposals. Therefore, it is important that you indicate your vote on these proposals if you want your vote to be counted. Proposal No. 4—Ratification of the Selection of our Independent Registered Public Accounting Firm is considered a routine or “discretionary” matter on which your broker, bank or other agent will be able to vote on your behalf even if it does not receive instructions from you and, therefore, no broker non-votes are expected to exist in connection with Proposal No. 4.

**What is the quorum requirement?**

A quorum of stockholders is necessary to hold a valid meeting. A quorum will be present if at least a majority of the shares of our common stock outstanding on the record date are present either in person or by proxy at the Annual Meeting. At the close of business on January 13, 2017, the record date for the Annual Meeting, there were 33,274,299 shares of common stock outstanding. Thus, a total of 33,274,299 shares are entitled to vote at the Annual Meeting and holders of common stock representing at least 16,637,150 votes must be represented at the Annual Meeting either in person or by proxy to have a quorum.

Your shares will be counted towards the quorum only if you submit a valid proxy (or if one is submitted on your behalf by your broker, bank or other agent) or if you vote in person at the Annual Meeting. Votes withheld from a director nominee and abstentions will be counted as present for purposes of establishing the required quorum. Broker non-votes will be counted as present for purposes of establishing the required quorum. If there is no quorum, the chairman of the meeting or a majority of the shares present in person or by proxy at the Annual Meeting may adjourn the Annual Meeting to another date .

**I have also received a copy of the Company’s Annual Report on Form 10-K. Is that a part of the proxy materials?**

Our Annual Report on Form 10-K for the fiscal year ended September 30, 2016 (the “**Form 10-K**” ), as filed with the Securities and Exchange Commission (the “**SEC**” ) on December 9, 2016, accompanies this Proxy Statement. This document constitutes our Annual Report to Stockholders and is being made available to all stockholders entitled to receive notice of and to vote at the Annual Meeting. Except as otherwise stated, the Form 10-K is not incorporated into, and is not part of, this Proxy Statement and should not be considered proxy solicitation material.

**How can I find out the results of the voting at the Annual Meeting?**

Voting results are expected to be announced at the Annual Meeting and will also be disclosed in a Current Report on Form 8-K (the “**Current Report on Form 8-K**” ) that we will file with the SEC within four business days of the date of the Annual Meeting. In the event the results disclosed in the Current Report on Form 8-K are preliminary, we will subsequently amend the Current Report on Form 8-K to report the final voting results within four business days of the date that such results are known. Following the Annual Meeting, the Board will determine, based on the outcome of the advisory stockholder vote on Proposal No. 6, how frequently to hold future advisory stockholder votes regarding the compensation of our named executive officers. When such a determination is made, the Company will disclose the frequency with which it will hold advisory stockholder votes on executive compensation by amending the Current Report on Form 8-K disclosing the voting results of the Annual Meeting.

**When are stockholder proposals due for next year’s annual meeting of stockholders?**

Stockholders may submit proposals regarding matters appropriate for stockholder action for consideration at our next annual meeting of stockholders consistent with Rule 14a-8 promulgated under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**” ), and our second amended and restated bylaws (the “**Bylaws**” ). To be considered for inclusion in the proxy materials for our 2018 annual meeting of stockholders, a stockholder proposal, including a proposal for the nomination of directors, must be submitted in writing no later than October 1, 2017 to our Corporate Secretary at Mitek Systems, Inc., 600 B Street, Suite 100, San Diego, California 92101, Attn: Corporate Secretary. Pursuant to the terms of our Bylaws, stockholders wishing to submit proposals or director nominations, including those that are not to be included in our 2018 proxy statement and proxy, must provide timely notice in writing to our Secretary. To be timely, a stockholder’s notice must be delivered to or mailed and received at our principal executive offices not later than the close of business on December 1, 2017, nor earlier than November 1, 2017, subject to certain exceptions. Stockholders are advised to review our Bylaws, which contain additional requirements with respect to advance notice of stockholder proposals and director nominations.

## PROPOSAL NO. 1

### ELECTION OF DIRECTORS

#### Background

Pursuant to our Bylaws, the Board has fixed the number of authorized directors at eight. The seven director nominees receiving the highest number of votes at the Annual Meeting will be elected to the Board, to serve until our next annual meeting of stockholders and until their successors have been duly elected and qualified.

Unless authorization to do so is withheld, it is intended that the persons named in this Proxy Statement will vote for the election of the seven director nominees proposed by the Board. All incumbent directors have been recommended by the Nominating and Corporate Governance Committee of the Board (the “**Nominating Committee**”) as nominees for re-election to the Board. If any of the director nominees should become unavailable for election prior to the Annual Meeting, the proxy will be voted for a substitute nominee or nominees, if any, designated by the Board.

The following table includes the names and certain information about the nominees for director. All of the nominees named below have consented to being named herein and to serve on the Board, if elected.

Name	Age	Position
James B. DeBello	58	President and Chief Executive Officer and Chairman of the Board
William K. "Bill" Aulet(2)(3)	59	Director
Vinton P. Cunningham(1)	80	Director
Kenneth D. Denman	58	Director
James C. Hale(1)(2)	64	Director
Bruce E. Hansen(1)(3)	57	Director
Alex W. "Pete" Hart(2)(3)	76	Director

- (1) Member of the Audit Committee of the Board (the “**Audit Committee**”)
- (2) Member of the Compensation Committee of the Board (the “**Compensation Committee**”)
- (3) Member of the Nominating Committee

*James B. DeBello*. Mr. DeBello has served as a director since November 1994, as our President and Chief Executive Officer since May 2003 and as the Chairman of the Board since March 2016. From January 2009 to September 2011, Mr. DeBello also served as our Chief Financial Officer and from January 2009 to February 2013, he also served as our Secretary, in each case in addition to his other positions. Prior to joining Mitek, he was Chief Executive Officer of AsiaCorp Communications, Inc., a wireless data infrastructure and software company, from July 2001 to May 2003. He was Venture Chief Executive Officer for IdeaEdge Ventures, Inc., a venture capital company, from June 2000 to June 2001. From May 1999 to May 2000, he was President, Chief Operating Officer and a member of the board of directors of CollegeClub.com, an Internet company. From November 1998 to April 1999, he was Chief Operating Officer of WirelessKnowledge, Inc., a joint venture company formed between Microsoft and Qualcomm, Inc. From November 1996 to November 1998, Mr. DeBello held positions as Vice President, Assistant General Manager and General Manager of Qualcomm, Inc.’s Eudora Internet Software Division, and Vice President of Product Management of Qualcomm, Inc.’s Subscriber Equipment Division. Mr. DeBello holds a B.A., magna cum laude, in Economics and History, from Harvard University and an MBA from Harvard Graduate School of Business, and he was a Rotary Scholar at the University of Singapore where he studied economics and Chinese. Mr. DeBello has over 16 years of experience in various senior executive positions, including Chief Executive Officer, at other global technology companies. As a director of the Company for approximately 22 years and in his role in the day-to-day operations of the Company as our President and Chief Executive Officer since 2003, Mr. DeBello has gained extensive knowledge of the industries in which we operate, allowing him to bring to the Board a broad understanding of the operational issues and strategic opportunities facing the Company.

*William K. "Bill" Aulet*. Mr. Aulet has served as a director since January 2015. Since 2009, he has served as the managing director in the Martin Trust Center for MIT Entrepreneurship at MIT. From 2005 to 2009, Mr. Aulet was a Senior Lecturer and Entrepreneur in Residence at the MIT Sloan School of Management. From 2003 to 2005, he served as Senior Vice President and Chief Financial Officer of Viisage Technology, a security technology company with a dual focus in the areas of drivers’ licenses and facial recognition. From 1996 to 2002, he served as President and Director of SensAble Technologies, a provider of force-feedback haptic devices and touch-enabled 3D modeling software solutions. Prior to joining SensAble, Mr. Aulet started his career at IBM as a Systems Engineer and then was rapidly promoted through various jobs where he gained training and experience in technical, marketing, sales, financial and international business operations and management. His last job was the Finance and Planning Manager

for the IBM New England Region. Mr. Aulet holds a bachelor's degree in engineering from Harvard University and a Masters in Management Science from the MIT Sloan School of Management. Mr. Aulet is a member of the board of directors of XLhybrids, a private company based in Massachusetts. Mr. Aulet is also a visiting Professor at University of Strathclyde (Scotland). Mr. Aulet's experience in technology entrepreneurship, and specifically his experience in document and facial recognition, makes him well qualified to serve on the Board.

*Vinton P. Cunningham* . Mr. Cunningham has served as a director since May 2005. He served as Senior Vice President Finance of EdVision Corporation, a provider of curriculum development and assessment tools for the education community, from 1993 until his retirement in 2002. Mr. Cunningham was Chief Operating Officer and Chief Financial Officer of Founders Club Golf Company, a golf equipment manufacturer, from 1990 to 1993. He was Vice President Finance of Amcor Capital, Inc., a company that organized and managed real estate syndications, from 1985 to 1990. Mr. Cunningham was Chief Financial Officer and Treasurer of Superior Farming Company, a wholly owned subsidiary of Superior Oil Company, a grower of various fruits, vegetables, nuts and cotton in California and Arizona, from 1981 to 1985. Mr. Cunningham holds a B.S. in accounting from the University of Southern California. The Board believes Mr. Cunningham's financial background provides the Board with valuable financial and accounting expertise and makes him well suited to serve on the Audit Committee. Having served as a director of the Company since 2005, Mr. Cunningham has a strong understanding of our business, operations and culture.

*Kenneth D. Denman* . Mr. Denman has served as a director since December 2016. He previously served as President and Chief Executive Officer of Emotient, Inc., a leader in the facial expression measurement and sentient analysis space leveraging machine/deep learning technology, from October 2012 through January 2016, when the company was acquired by Apple Inc. From November 2008 to September 2011, Mr. Denman served as Chief Executive Officer and a director of Openwave Systems, Inc. From December 2001 to November 2008, Mr. Denman served in various roles at iPass, Inc., a platform-based enterprise mobility services company, including as director, Chairman and President and Chief Executive Officer. From January 2000 to March 2001, Mr. Denman served as founder, President and Chief Executive Officer of AuraServ Communications Inc., a managed service provider of broadband voice and data applications. From August 1998 to May 2000, Mr. Denman served as Senior Vice President, National Markets Group of MediaOne, Inc., a broadband cable and communications company. From June 1996 to August 1998, Mr. Denman served as Chief Operating Officer, Wireless, at MediaOne International, a broadband and wireless company based in London. Mr. Denman served as a member of the board of directors of United Online, Inc. from June 2015 to July 2016 and currently serves on the board of directors of ShoreTel, Inc. Mr. Denman holds a B.S. in accounting from Central Washington University and an MBA in finance and international business from the University of Washington, where he also recently served as the Edward V. Fritzky Endowed Visiting Chair in Leadership. Mr. Denman is a member of the advisory board at the University of Washington's Michael G. Foster School of Business. Mr. Denman also serves on the board of directors of the University of Washington Foundation. His background in the field of facial analytics and mobile computing, as well as his positions on the boards of directors of other companies, will provide him valuable experience on which he can draw while serving as a member of the Board .

*James C. Hale* . Mr. Hale has served as a director since November 2014 and served as a member of our advisory board from September 2012 to November 2014. In 1998, he co-founded FTV Capital, which manages over \$2.7 billion in growth equity funds. Mr. Hale served as managing partner of FTV Capital from 1998 through 2007. Mr. Hale has three decades of management experience in private equity investing and commercial and investment banking and prior to founding FTV Capital, Mr. Hale served as Senior Managing Partner and Head of the Financial Services Group at Montgomery Securities from 1982 to 1998, and as a member of the corporate planning and development group at Bank of America from 1978 to 1982. Mr. Hale currently serves on the boards of directors of Bank of Marin, ACI Worldwide, and Visual Edge Technology and was a member of the board of directors of the National Venture Capital Association, San Francisco Venture Capital Forum, Duke University Management Company, and the Investment Committee of University of California Berkeley Foundation. In addition, Mr. Hale recently served as Chairman of the board of directors at Official Payments Holdings, Inc. Mr. Hale holds a B.S. from the University of California at Berkeley, an MBA from Harvard Graduate School of Business and is a Certified Public Accountant. The Board believes Mr. Hale's experience in corporate development, specifically in the payments and technology industries, makes him well qualified to serve on the Board while his financial expertise makes him well suited to serve on the Audit Committee. Having served as a member of the Company's Advisory Board since 2012, Mr. Hale has a strong understanding of our technology and the industries in which we operate.

*Bruce E. Hansen* . Mr. Hansen has served as a director since October 2012 and served as a member of our advisory board from October 2010 to October 2012. In 2002, he co-founded ID Analytics Inc., a consumer risk management company, and served as its Chairman and Chief Executive Officer from its inception until it was acquired by LifeLock, Inc. in March 2012. Prior to founding ID Analytics, he was President at HNC Software Inc., a global provider of analytic software solutions for financial services, telecommunications and healthcare firms, from 2000 to 2002. Mr. Hansen's previous experience also includes the role of Chief Executive Officer of the Center for Adaptive Systems Applications and executive roles at CitiCorp (now CitiGroup), Automatic Data Processing (ADP) and Chase Manhattan Bank (now JP Morgan Chase). He currently serves as a member of the board of directors of Verisk Analytics, Performant Financial Corporation, Zyme Solutions, Inc. and the San Diego Venture Group. Mr. Hansen holds a B.A. in economics from Harvard University and an M.B.A. from the University of Chicago. As a proven leader with decades of

analytics industry experience ranging from concept-stage companies to established financial services companies, Mr. Hansen brings to the Board a unique perspective, an expansive knowledge base and domain expertise in the fields of identity verification and big data systems. The Board believes that Mr. Hansen's experience as both a key executive and director will enable him to contribute to the Board with respect to both general governance matters and industry-specific operations.

*Alex W. "Pete" Hart*. Mr. Hart has served as a director since February 2011. In April 2012, he retired as Chairman of the SVB Financial Group and has worked as an independent consultant in the financial services industry since 1997. He served as Chief Executive Officer of Advanta Corporation, a public diversified financial services company, from 1995 to 1997, where he had previously served as Executive Vice Chairman from 1994 to 1995. Prior to joining Advanta, he was President and Chief Executive Officer of MasterCard International, a worldwide payment service provider, from 1988 to 1994. Mr. Hart is currently a member of the board of directors of VeriFone Holdings, Inc., an electronics company, where he serves as the non-executive Chairman. He is also a director of BrightVolt, previously known as Solicore, Inc., a privately held battery manufacturer. In addition to SVB Financial, Mr. Hart has also previously served as a member of the board of directors of the following companies: Global Payments, Inc., FICO, Inc., HNC Software Inc., Retek Inc., Shopping.com, Sanchez Computer Associates, US Encode, eHarmony.com and Sequal Technologies, Inc. Mr. Hart holds a B.A. in social relations from Harvard University. As an experienced leader in the financial services industry, Mr. Hart combines extensive general business expertise with a deep knowledge of the financial services and payments industry. His experience on the boards of directors of other companies in the financial services industry further augments his range of knowledge, providing experience on which he can draw while serving as a member of the Board.

None of our directors or director nominees has any family relationships with any of our other directors or executive officers. There currently are no legal proceedings, and during the past 10 years there have been no legal proceedings, that are material to the evaluation of the ability or integrity of any of our directors or director nominees.

**THE BOARD RECOMMENDS THAT YOU VOTE "FOR" THE ELECTION TO THE BOARD OF THE DIRECTOR NOMINEES DISCUSSED IN THIS PROPOSAL NO. 1.**

## PROPOSAL NO. 2

### APPROVAL OF THE AMENDMENT AND RESTATEMENT OF THE MITEK SYSTEMS, INC. 2012 INCENTIVE PLAN

#### General

On January 25, 2017, the Board unanimously approved the 2012 Plan Amendment and Restatement, subject to approval by our stockholders at the Annual Meeting, which amends and restates the Mitek Systems, Inc. 2012 Incentive Plan (the “**2012 Plan**” and as proposed to be amended and restated, the “**Restated 2012 Plan**”) to, among other things, (i) increase the number of shares of our common stock available for future grant under the plan by 3,500,000 shares (i.e., from 6,000,000 to 9,500,000); and (ii) designate 2,100,000 of such shares to be reserved for issuance pursuant to performance based Senior Executive Long Term Incentive Restricted Stock Units (“**Senior Executive Performance RSUs**”), which Senior Executive Performance RSUs will only vest if the Company meets a significant threshold level of stock price appreciation by the end of the performance period, and of which initial grants will be made to our Chief Executive Officer, James B. DeBello; our Chief Technology Officer, Stephen J. Ritter; and our Chief Financial Officer, Russell C. Clark in an aggregate of 1,300,000 Senior Executive Long Term Incentive RSUs. The remaining 800,000 Senior Executive Performance RSUs will be available for the Board to grant to other members of the senior executive team until March 1, 2018.

#### *Increase in Shares Available*

The increase of 3,500,000 shares available for future grant under the 2012 Plan shall be comprised of (i) an aggregate of 2,100,000 Senior Executive Performance RSUs for grants to our senior executive officers (as described below) and (ii) 1,400,000 shares for grants to employees and other eligible participants thereunder. In addition, that number of shares of our common stock that would otherwise return to the available pool of unissued shares reserved for awards under our 1999 Stock Option Plan, 2000 Stock Option Plan, 2002 Stock Option Plan, 2006 Stock Option Plan, and 2010 Stock Option Plan (collectively, the “**Prior Stock Option Plans**”) would, as currently contemplated by the 2012 Plan, also be reserved for issuance thereunder. For the avoidance of doubt and as further described below, the 2,100,000 shares referenced herein are included in the aggregate of 9,500,000 shares proposed to be reserved for issuance under the Restated 2012 Plan and are not in addition to such aggregate number of shares that may be awarded under the Restated 2012 Plan.

#### *Designation of Senior Executive Performance RSUs*

If this Proposal No. 2 is approved by our stockholders, up to 2,100,000 of the additional 3,500,000 shares will be available for issuance *only* pursuant to Senior Executive Performance RSUs and the remaining 1,400,000 shares will be available for issuance under any type of equity award *other than* Senior Executive Performance RSUs. Accordingly, the total number of shares available and reserved for issuance under the Restated 2012 Plan shall be reduced by that number of the 2,100,000 shares available for issuance pursuant to Senior Executive Performance RSUs that are (i) not issued pursuant to Senior Executive Performance RSUs prior to March 1, 2018; or (ii) do not vest on or prior to the end of the Performance Period (as defined below.)

As part of the 2,100,000 shares reserved for Senior Executive Performance RSUs, the Company will make initial grants of an aggregate of 1,300,000 of such Senior Executive Performance RSUs to Messrs. DeBello, Ritter and Clark (the “**Initial Grants**”), as more fully described under “Senior Executive Long Term Incentive Awards” and “New Plan Benefits Table”. The remaining 800,000 Senior Executive Performance RSUs will be available for the Board to grant to other members of the senior executive team until March 1, 2018.

#### *Vesting of Senior Executive Performance RSUs*

Senior Executive Performance RSUs are purely performance-based, and no Senior Executive Performance RSUs vest unless, as of the end of the performance period (March 1, 2017 through the date that is 25 trading days after the first filing of an Annual Report on Form 10-K or Quarterly Report on Form 10-Q by the Company following September 30, 2019) (the “**Performance Period**”) or in connection with a Change of Control (as defined below), a significant threshold level of stock price appreciation (or the equivalent in connection with a Change of Control that takes the form of an asset sale) has been achieved by the Company. Furthermore, the number of Senior Executive Performance RSUs that ultimately vest at the end of the Performance Period depends on whether the percentage increase in the Company’s stock price during the Performance Period equaled or outperformed the percentage increase in the Russell 2000 Index over the same period.

The Senior Executive Performance RSUs will only vest 100% if (i) the Company achieves a stock price of \$20.00 per share or more at the end of the Performance Period, which is expected to end in January 2020 **and** (ii) the Company's stock price growth during the Performance Period equaled or outperformed the stock price growth of the Russell 2000 Index . For stock prices between \$16.00 per share and \$20.00 per share, vesting will range (i) between 25% and 50% if the percentage increase in the Company's stock price during the Performance Period was lower than the percentage increase of the Russell 2000 Index and (ii) between 50% and 100% if the percentage increase in the Company's stock price during the Performance Period equaled or outperformed the percentage increase of the Russell 2000 Index, in each case, with higher vesting relating to increased stock prices, determined on the basis of a straight line interpolation . **No Senior Executive Performance RSUs will vest if the Company's stock price at the end of the Performance Period is below \$16.00 per share and all unvested Senior Executive Performance RSUs shall be cancelled** . Upon cancellation, the shares subject to such Senior Executive Performance RSUs will not be returned to the Restated 2012 Plan and will not be available for issuance under other types of Awards.

#### *Current Share Reserve and Board Rationale for the 2012 Plan Amendment and Restatement*

As of December 31, 2016, (i) stock options to purchase 2,008,353 shares of our common stock and 1,892,136 restricted stock units (" **RSUs** ") were outstanding under the 2012 Plan; (ii) stock options to purchase an aggregate of 1,098,728 shares of our common stock were outstanding under the Prior Stock Option Plans; and (iii) 1,165,111 shares of our common stock were reserved for future grants under the 2012 Plan.

The 2012 Plan was adopted in January 2012 and subsequently amended in February 2014 and March 2016. Since the most recent amendment, our revenue and employee headcount have significantly increased. As a result, the number of employees participating in the 2012 Plan has significantly increased. Based on our current rate of award grants, as well as our anticipated hiring of new employees, the Board believes that the existing share reserve will be exhausted within the next year. Without the ability to provide equity compensation, we may be unable to attract and retain key employees, consultants or directors.

If this proposal is approved, we intend to continue to provide equity incentives to existing key employees and certain newly hired employees, consultants and directors and we expect to have sufficient shares available under the Restated 2012 Plan for the next two to three years.

The proposed increase of 3,500,000 shares was determined by comparing our past equity grants to directors, key employees and newly hired employees to our current hiring and retention plan, and planned grants to certain directors, key employees, and consultants as a retention tool, including the Initial Grants.

The Board believes that the increase in shares of our common stock available for issuance under the 2012 Plan is essential to permit our management to continue to provide long-term, equity-based incentives to present and future key employees, consultants and directors. Further, the Board believes that earmarking 2,100,000 shares for grants of Senior Executive Performance RSUs to our senior executives is essential to providing long-term, equity-based incentives to present and future senior leadership in order to align the interests of our senior leadership with the interests of our stockholders and properly incentivize them to increase the value of the Company to our stockholders and to promote executive retention. Accordingly, the Board believes approval of the 2012 Plan Amendment and Restatement is in our best interest and the best interest of our stockholders, and recommends a vote "FOR" the approval of the 2012 Plan Amendment and Restatement.

#### **Senior Executive Long Term Incentive Awards**

The following summary sets forth the material features of the Senior Executive Performance RSUs, which are subject to the general terms of the Restated 2012 Plan as described below under "Summary of the Restated 2012 Plan." This summary is qualified in its entirety by the terms of the Restated 2012 Plan, which is attached to this Proxy Statement as **Annex A** .

*General* . The Restated 2012 Plan provides that an aggregate of up to 2,100,000 Senior Executive Performance RSUs, may be granted to senior executives of the Company at any time prior to March 1, 2018. The Restated 2012 Plan provides for an aggregate grant of 1,300,000 of such shares to be made to Messrs. DeBello, Ritter and Clark, as more fully described below under "New Plan Benefits Table." The remaining 800,000 Senior Executive Performance RSUs will be available for the Board to grant to other members of the senior executive team until March 1, 2018.

The Senior Executive Performance RSUs are intended to align the long-term compensation of our senior executives with stockholder returns by conditioning the vesting of Senior Executive Performance RSUs on the achievement of certain benchmarks with respect to the fair market value of the Company's stock. Awards are purely performance-based, and no Senior Executive Performance RSUs vest unless, as of the end of the performance period (March 1, 2017 through the date that is 25 trading days after the first filing of an Annual Report on Form 10-K or Quarterly Report on Form 10-Q by the Company following September 30, 2019) (the "**Performance Period**") or in connection with a Change of Control (as defined below), a significant threshold level of stock price appreciation (or the equivalent in connection with a Change of Control that takes the form of an asset sale) has been achieved by the Company. Furthermore, the number of Senior Executive Performance RSUs that ultimately vest at the end of the Performance Period depends on whether the percentage increase of the Company's stock price during the Performance Period equaled or outperformed the percentage increase of the Russell 2000 Index over the same period.

*Terms of Senior Executive Performance RSU Awards*. Senior Executive Performance RSUs will be evidenced by an award agreement that shall specify the maximum number of shares of common stock subject to such award. The award agreement will further specify a maximum value (in dollars) that may be awarded in connection with the vesting of Senior Executive Performance RSUs based on the fair market value of the common stock on vesting (as described below). Senior Executive Performance RSUs will be issued for no cost and may be granted in consideration of the recipient's past or future services performed for the Company. Senior Executive Performance RSUs shall be settled for shares of common stock on a one-for-one basis, unless settled for the cash equivalent in connection with a Change of Control. Participants have no voting rights with respect to Senior Executive Performance RSUs and shall not be entitled to receive amounts equivalent to cash, stock or other property dividends with respect to such Senior Executive Performance RSUs. However, participants will have voting rights and dividend rights with respect to any shares of common stock that are issued in settlement of such Senior Executive Performance RSUs.

*Vesting*. Senior Executive Performance RSUs vest only upon a significant appreciation in the stock price of the common stock of the Company. **No Senior Executive Performance RSUs vest (and thus no shares of common stock are issued) unless the fair market value of the Company's common stock at the end of the Performance Period or upon a Change of Control during the Performance Period is equal to or exceeds \$16.00 per share**. The fair market value of the Company's common stock at the end of the Performance Period is determined based on the average closing price of the Company's common stock as quoted on the principal exchange or system on which the common stock is then listed for the last 20 trading days of the Performance Period (the "**Closing Fair Market Value**"). The fair market value of the Company's common stock upon the Change of Control shall equal (i) the consideration to be received by stockholders of the Company with respect to a share of Company common stock upon such Change of Control or (ii) upon an asset sale, the consideration that would be distributable to stockholders of the Company with respect to each share of Company common stock if the Company distributed all of the consideration received in connection with the asset sale to the stockholders of the Company, less adjustments for debt, expenses and other amounts (each such amount, as determined by the Committee, the "**Proceeds Per Share**"). To incentivize relative performance of the Company's stock price, the Restated 2012 Plan provides for reduced vesting in the event the Company's common stock price appreciation during the Performance Period underperforms against the Russell 2000 Index.

The chart below sets forth the percentage of maximum value of Senior Executive Performance RSUs that vest based on (i) the Closing Fair Market Value or Proceeds Per Share, as applicable, and (ii) the relative share price appreciation of the Company's common stock as compared to the Russell 2000 Index as of the end of the Performance Period or Change of Control occurring during the Performance Period, as applicable. The number of Senior Executive Performance RSUs that vest is calculated by first determining the dollar value of the Senior Executive Performance RSUs, subject in each such case to the maximum dollar value to which the Performance RSU pertains, by reference to the chart below (by multiplying the maximum award by the applicable percentage), then dividing that amount by the Closing Fair Market Value or the Proceeds Per Share, as applicable (the resulting number of Senior Executive Performance RSUs being referred to as "**Calculated RSUs**"). Senior Executive Performance RSUs are further subject to caps on the maximum number of shares of common stock with respect to such shares that can vest. The percentage of maximum value of Senior Executive Performance RSUs that vest between Closing Fair Market Value or Proceeds Per Share of \$16.00 and \$20.00 will be determined based on straight line interpolation.

Closing Fair Market Value or Proceeds Per Share	Percentage of Maximum Dollar Value Subject to Vesting if Company Stock Price Growth Exceeds the Russell 2000 Growth	Percentage of Maximum Dollar Value Subject to Vesting if Company Stock Price Does Not Exceed the Russell 2000 Growth
Less than \$16.00	0%	0%
\$16.00	50%	25%
\$20.00 or greater	100%	50%



Fifty percent of the Calculated RSUs determined at the end of the Performance Period convert into unrestricted shares (one share per RSU). The remaining 50% of Calculated RSUs vest subject to the participant's continued employment through the one-year anniversary of the end of the Performance Period (the " **Deferred Vesting RSUs** "); provided, however, that such Deferred Vesting RSUs shall fully vest upon a Qualifying Termination (as defined below) or upon a Change of Control during such one-year period.

One hundred percent of any Calculated RSUs that vest upon a Change of Control shall either (i) be converted into unrestricted shares of Company stock immediately prior to (but contingent upon) the consummation of a Change of Control or (ii) be cancelled in connection with the consummation of a Change of Control in exchange for a payment to the participant for each vested Senior Executive Performance RSU equal to the Proceeds Per Share. Furthermore, in the event a Change of Control occurs prior to the end of the Performance Period but following a participant's Qualifying Termination, then the number of Senior Executive Performance RSUs vested in connection with such participant's Qualifying Termination shall be determined by multiplying (i) the number of Senior Executive Performance RSUs that would have been earned based on the Proceeds Per Share by (ii) a fraction, the numerator of which is the number of days in the Performance Period preceding the date of the Qualifying Termination and the denominator of which is the actual number of days in the Performance Period.

*Termination of Service* . A participant who receives Senior Executive Performance RSUs and is subsequently terminated for Cause or resigns without Good Reason (as such terms are defined in the Restated 2012 Plan) shall, unless otherwise determined by the Committee, immediately forfeit all unearned and/or unpaid Senior Executive Performance RSUs, effective as of the date the participant engages in conduct giving rise to his or her termination for Cause or the date of his or her resignation without Good Reason. If a participant who receives Senior Executive Performance RSUs is terminated by virtue of the participant's death or disability, or if the participant's employment is terminated by the Company without Cause, or if the participant resigns for Good Reason (each, a " **Qualifying Termination** "), then, provided the participant has completed at least one year of service after the commencement of the Performance Period, the participant will vest in a pro-rated number of Senior Executive Performance RSUs, determined by multiplying (i) the number of Senior Executive Performance RSUs that would have been earned based on actual performance as of the end of the Performance Period (as if the participant had remained employed through the one-year anniversary of the Performance Period) by (ii) a fraction, the numerator of which is the number of days in the Performance Period preceding the date of the Qualifying Termination and the denominator of which is the actual number of days in the Performance Period. For the avoidance of doubt, if a participant receives Senior Executive Performance RSUs, but does not complete one year of continuous service after the commencement of the Performance Period, the participant will immediately forfeit all unvested Senior Executive Performance RSUs, except as provided above with respect to a Change of Control.

*Golden Parachute Tax Gross Up* . Section 4999 of the Code generally imposes a 20% excise tax on certain individuals who receive certain "excess parachute payments" contingent upon a change of control. Section 280G of the Code denies the payor a deduction with respect to any excess parachute payments. Payments contingent on a change of control must exceed three times the disqualified individual's base amount before these rules are triggered. Once triggered, the excess parachute payments generally are all amounts in excess of the disqualified individual's "base amount", as defined in Section 280G, (which generally is his or her average W-2 compensation for the five tax years preceding the change of control). The foregoing does not purport to be a complete analysis of all potential tax consequences to the company or any participant.

Each of Messrs. DeBello and Clark is party to an Executive Change of Control Plan with the Company (as described elsewhere in this Proxy Statement) that provides for, among other things, a "gross up" of any Section 4999 excise taxes imposed on them. The amount of the gross up is (i) the amount of any excise taxes, plus (ii) the amount needed to ensure that, after paying excise taxes and income taxes on the amount described in clause (i) and this clause (ii), the amount received by the executive is equal to the full change of control payment. The gross up provision is intended to place Messrs. DeBello and Clark in the same after-tax position as if no excise taxes had been imposed on them.

Each award agreement relating to the issuance of Senior Executive Performance RSUs provides, among other things, that the grantee thereof, by executing such award agreement, agrees to waive the application of any other agreement to which such grantee is or may become a party that would require the Company to pay, with respect to payments arising under the Senior Executive Performance RSUs award agreement or the Restated 2012 Plan, (i) any excise tax by reason of the operation of Section 4999 of the Code or any interest, penalties or additional tax incurred by the participant with respect to such excise tax, and (ii) any federal and state income taxes arising from the payments made by the Company to the participant of such excise tax. Accordingly, the Initial Grants to Messrs. DeBello and Clark will not be subject to a "gross up" of any Section 4999 excise taxes that may be imposed on them in connection with the Senior Executive Performance RSUs upon a change of control.

## New Plan Benefits Table

The following table sets forth information regarding the Senior Executive Performance RSUs, including the Initial Grants, which are subject to stockholder approval of the 2012 Plan Amendment and Restatement:

<u>Name and Principal Position</u>	<u>Target Number of RSUs(1)</u>	<u>Target Value (\$)(2)</u>
James B. DeBello <i>President &amp; CEO</i>	600,000	12,000,000
Stephen J. Ritter <i>Chief Technology Officer</i>	400,000	8,000,000
Russell C. Clark <i>Chief Financial Officer</i>	300,000	6,000,000
Executive Group(3)	—	42,000,000
Non-Executive Director Group	—	—
Non-Executive Officer Employee Group	—	—

- (1) Represents the maximum number of Senior Executive Performance RSUs that may vest under the Restated 2012 Plan
- (2) Represents the maximum value of Senior Executive Performance RSUs that may vest under the Restated 2012 Plan.
- (3) Includes (i) the Initial Grants plus (ii) 800,000 Senior Executive Performance RSUs, having an aggregate maximum value of \$16,000,000, to be granted in the discretion of the Committee (as defined below) to senior executives who did not receive Initial Grants. Senior executives who receive Senior Executive Performance RSUs will remain eligible to receive other types of Awards under the Restated 2012 Plan which are not included in this table, as they cannot be quantified at this time.

## Summary of the Restated 2012 Plan

The following summary sets forth the primary features of the Restated 2012 Plan. This summary is qualified in its entirety by the terms of the Restated 2012 Plan, which is attached to this Proxy Statement as **Annex A**.

*General*. The Restated 2012 Plan authorizes the grant of stock options, stock appreciation rights (“**SARs**”), restricted stock, RSUs, Senior Executive Performance RSUs and cash awards (collectively referred to as “**Awards**”). Stock options granted under the Restated 2012 Plan may be either options intended to constitute “incentive stock options,” as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the “**Code**”), or nonqualified stock options, in each case as determined by the Committee (as defined below) in accordance with the terms of the Restated 2012 Plan. Incentive stock options will be subject to a restriction such that to the extent the aggregate fair market value of shares of our common stock subject to stock options designated as incentive stock options and that become exercisable for the first time by a participant during any calendar year exceeds \$100,000 (based on grant date valuation), the excess options will be treated as nonqualified stock options.

*Purpose*. The purpose of the Restated 2012 Plan is to make available certain equity and other incentives to motivate selected employees, directors and consultants of the Company to put forth their best efforts toward the continued growth, profitability and success of the Company and to align the interests of such individuals with those of our stockholders. Specifically, the Senior Executive Performance RSUs are designed to incentivize our senior executive officers to strive towards achieving exceptional stock price performance over a defined period of time.

*Administration*. The authority to control and manage the operations and administration of the Restated 2012 Plan will be vested in a committee of two or more independent non-employee directors designated by the Board in accordance with the terms of the Restated 2012 Plan (the “**Committee**”). To the extent not inconsistent with applicable laws or stock exchange rules, the Committee may delegate all or any portion of its authority under the Restated 2012 Plan to any one or more of its members or, with respect to Awards granted to participants who are not directors and officers subject to Section 16 of the Exchange Act, to one or more executive officers of the Company. The Board also has the power to take action under the Restated 2012 Plan, provided that, at the time of taking such action, the Board is comprised of a majority of directors who meet the criteria set forth in the Restated 2012 Plan.

Subject to applicable laws and the terms of the Restated 2012 Plan, the Committee has the authority, in its sole discretion, to, among other things, select the employees, directors and consultants to whom Awards may be granted, determine the terms and conditions of Awards (including the vesting schedule, repurchase provisions, rights of first refusal and satisfaction of any performance criteria), approve forms of award agreements, interpret the terms of the Restated 2012 Plan and Awards, and subject to certain limitations set forth in the Restated 2012 Plan (including obtaining stockholder approval in certain circumstances), amend the terms of any outstanding Award granted under the Restated 2012 Plan.

*Eligibility* . The Restated 2012 Plan provides that Awards may be granted to our employees, directors and consultants (as such terms are defined in the Restated 2012 Plan), but that incentive stock options may be granted only to employees and Senior Executive Performance RSUs may be granted only to senior executive officers of the Company and only prior to March 1, 2018 . Other than as set forth above under “New Plan Benefits Table,” it is not possible to state at this time the precise type and extent of Awards that any particular executive officer, all current executive officers as a group, any particular nominee for director, all current directors who are not executive officers as a group or all non-executive officers as a group will be granted under the Restated 2012 Plan, since these matters will be determined by the Committee based on each participant’s level of responsibility, compensation and anticipated and actual contribution to our success. As of December 31, 2016, approximately 127 people were eligible to participate in the Restated 2012 Plan.

*Shares Reserved for Issuance* . If this Proposal No. 2 is approved at the Annual Meeting, the total number of shares of our common stock that will be reserved for issuance under the Restated 2012 Plan will be 9,500,000 shares (the “ **Initial Shares** ”), plus that number of shares of our common stock that would otherwise return to the available pool of unissued shares reserved for awards under the Prior Stock Option Plans as a result of forfeiture, cancellation or expiration of awards previously granted (ignoring the termination or expiration of such plans for the purpose of determining the number of shares available under the Restated 2012 Plan). Of the Initial Shares, 2,100,000 will be allocated for issuance pursuant to Senior Executive Performance RSUs.

Any shares that are returned to the available pool of unissued shares from the Prior Stock Option Plans may only be used in connection with the Restated 2012 Plan to grant stock options. With respect to any Senior Executive Performance RSUs that are canceled or forfeited, the shares subject to such Senior Executive Performance RSUs shall: (i) if canceled or forfeited prior to March 1, 2018, be returned to the pool of unissued shares and be available for issuance pursuant to Senior Executive Performance RSUs at any time prior to March 1, 2018; or (ii) if canceled or forfeited after March 1, 2018, not be returned to the pool of unissued shares and shall reduce the total number of shares reserved for issuance under the Restated 2012 Plan. The Restated 2012 Plan provides that the following shares of our common stock will not be returned to the Restated 2012 Plan or otherwise become available for issuance under the Restated 2012 Plan: (i) shares of common stock tendered or withheld as full or partial payment of a stock option exercise price under the Restated 2012 Plan; (ii) shares of common stock withheld by the Company to satisfy any tax withholding obligations; and (iii) shares of common stock covered by the portion of any SAR that is exercised (whether or not such shares of common stock are actually issued to a participant upon exercise of the SAR).

Notwithstanding the foregoing, any shares of common stock covered by an Award (or portion of an Award) that is forfeited, canceled or expires (whether voluntarily or involuntarily) or issued (e.g., as substitution awards or inducement grants) in connection with an acquisition or merger shall be deemed not to have been issued from the Restated 2012 Plan for purposes of determining the maximum aggregate number of shares of common stock which may be issued under the Restated 2012 Plan.

*Stock Options* . Stock options will be granted pursuant to award agreements and will vest at the rate specified therein. The exercise price of each stock option may not be less than 100% of the fair market value of the common stock on the date such option is granted (or 110%, in the case of an incentive stock option granted to any employee who, at the time of such grant, owns stock representing more than 10% of the combined voting power of the Company or any parent or subsidiary thereof). The exercise price is generally payable in cash, check, shares of common stock or payment through a broker-dealer sale and remittance procedure or a “net exercise” procedure.

*Stock Appreciation Rights* . A stock appreciation right gives a participant the right to receive the appreciation in the fair market value of our common stock between the date of grant of such Award and the date of its exercise. The base appreciation amount of each grant of SARs may not be less than 100% of the fair market value of the common stock on the date of grant. SARs will be evidenced by an award agreement which shall specify the number of shares of common stock subject to such SARs and will vest and become exercisable at the times and on the terms established by the Committee.

*Restricted Stock* . Awards of restricted stock will be evidenced by an award agreement which shall specify the number of shares of common stock subject to such Award and the period that must be satisfied before the restrictions pertaining to such grant of restricted stock will lapse and such stock will become vested. A restricted stock award may be issued for nominal or no cost and may be granted in consideration of the recipient’s past or future services performed for the Company. The Committee may grant restricted stock awards subject to conditions and the attainment of performance goals or may make such Awards subject to vesting conditions based on such service or performance criteria as the Committee specifies.

*Restricted Stock Units* . RSUs represent the right to receive shares of common stock at a future date. Awards of RSUs will be evidenced by an award agreement which shall specify the number of shares of common stock subject to such Award. RSUs may be issued for nominal or no cost and may be granted in consideration of the recipient's past or future services performed for the Company. We may settle RSUs for cash, shares of common stock or other securities, or a combination thereof, as determined by the Committee. The Committee may grant RSUs subject to conditions and the attainment of performance goals or may make such Awards subject to vesting conditions based on such service or performance criteria as the Committee specifies. Participants have no voting rights with respect to RSUs until shares of common stock are issued in settlement of such Awards.

*Senior Executive Long Term Incentive Awards*. The Committee may grant Senior Executive Performance RSUs to senior executives of the Company, which are intended to align the long-term compensation of our senior executives with stockholder returns by conditioning the vesting of Senior Executive Performance RSUs on the achievement of certain benchmarks with respect to the fair market value of the Company's stock, as more fully described above under the heading "Senior Executive Long Term Performance Incentive Awards".

*Senior Executive Plan Bonuses* . Under the Restated 2012 Plan, the Committee may authorize annual incentive compensation to a participant who is or may be a "covered employee" under Section 162(m) of the Code, payable upon achievement of specified management objectives determined by the Committee. Senior executive plan bonuses will be evidenced in writing and will contain such terms and provisions as the Committee may determine.

*Acquisitions and Other Transactions; Deferral of Award Payments; Separate Programs* . To the extent permitted by applicable laws, the Committee may issue Awards under the Restated 2012 Plan in settlement, assumption or substitution for outstanding awards or obligations to grant future awards in connection with the Company or a related entity engaging in an acquisition or merger (e.g., as currently permitted under Nasdaq Stock Market, LLC ("NASDAQ") Listing Rule 5635(c)(3) and NASDAQ IM-5635-1) and may issue Awards under the Restated 2012 Plan as inducement awards (e.g., as currently permitted under NASDAQ Listing Rule 5635(c)(4) and NASDAQ IM-5635-1). Such Awards would not count against the shares of common stock reserved under the Restated 2012 Plan. To the extent permitted by applicable laws, the Committee may issue Awards under the Restated 2012 Plan in settlement, assumption or substitution for outstanding awards or obligations to grant future awards in connection with the Company or a related entity acquiring another entity, an interest in another entity or an additional interest in a related entity whether by merger, stock purchase, asset purchase or other form of transaction not described in the foregoing paragraph. To the extent required by applicable laws, such Awards would count against the shares of common stock reserved under the Restated 2012 Plan.

The Restated 2012 Plan provides that the Committee may establish one or more programs under the Restated 2012 Plan to permit selected participants the opportunity to elect to defer receipt of the consideration payable upon exercise of an Award, satisfaction of performance criteria or other event that absent the election would entitle the participant to payment or receipt of shares of common stock or other consideration under the Award. The Committee also may establish one or more separate programs under the Restated 2012 Plan for the purpose of issuing particular forms of Awards to one or more classes of participants on such terms and conditions as determined by the Committee from time to time.

*Section 162(m) of the Code* . Section 162(m) limits a publicly held company to an annual deduction for federal income tax purposes of \$1,000,000 for compensation paid to its "covered employees," generally its chief executive officer and the three most highly compensated executive officers (other than the chief financial officer), determined at the end of each year. However, performance-based compensation is excluded from this limitation. The Restated 2012 Plan is designed to permit the Committee to grant Awards that are intended to qualify as performance-based compensation for purposes of satisfying the conditions of Section 162(m), such as the Senior Executive Performance RSUs.

To qualify as performance-based: (i) the compensation must be paid solely on account of the attainment of one or more pre-established, objective performance goals; (ii) the performance goal under which compensation is paid must be established by a Committee comprising two or more directors who qualify as outside directors for purposes of the exception; (iii) the material terms under which the compensation is to be paid must be disclosed to and subsequently approved by the stockholders of the Company in a separate vote before payment is made; and (iv) the Committee must certify in writing before payment of the compensation is made that the performance goals and any other material terms were in fact satisfied.

In the case of compensation attributable to stock options and SARs, the performance goal requirement (summarized above) is deemed satisfied, and the certification requirement (summarized above) is inapplicable, if: (i) the grant or award is made by the Committee; (ii) the plan under which the stock option or SAR is granted states the maximum number of shares with respect to which stock options and SARs may be granted during a specified period to an employee; and (iii) under the terms of the stock option or SAR, the amount of compensation is based solely on an increase in the value of the stock after the date of grant.

In order for restricted stock, RSUs (including Senior Executive Performance RSUs) and other Awards (e.g., cash) to qualify as performance-based compensation, the Committee must establish a performance goal with respect to such Award in writing not later than 90 days after the commencement of the period to which the performance goal relates and while the outcome of the performance goal is substantially uncertain. In addition, the performance goal must be stated in terms of an objective formula or standard. Performance goals may be described in terms of Company-wide objectives, objectives that are related to the performance of the individual participant, a related entity or a division, department or function within the Company or a related entity, or based upon the relative performance of other companies or upon comparisons of any of the indicators of performance relative to other companies. Without limiting the generality of the foregoing, the management objectives applicable to any Award to a covered employee which is intended to be deductible as performance-based compensation under Section 162(m) will be based on specified levels of, or relative peer company, performance in any one or more of the following objectives, or any combination thereof, as determined by the Committee, in its sole discretion: (i) appreciation in and /or maintenance of the price of the Shares or any other publicly-traded securities of the Company, (ii) earnings or loss per share, (iii) total stockholder return, (iv) operating margin, (v) gross margin, (vi) return on equity, (vii) return on assets or net assets, (viii) return on investment, (ix) operating income, (x) net operating income, (xi) pre-tax profit, (xii) cash flow or cash flow per share (before or after dividends), (xiii) revenue, (xiv) improvement in or attainment of expense levels or working capital levels, including cash, inventory and accounts receivable, (xv) earnings or losses (including earnings or losses before taxes, before interest and taxes, or before interest, taxes, depreciation, amortization, stock compensation, non-recurring charges and non-cash or other charges), (xvi) economic value added, (xvii) market share, (xviii) relative or absolute share price, (xix) pro forma net income, (xx) customer orders, (xxi) gross or net revenues, (xxii) revenue growth or product revenue growth, (xxiii) operating income (before or after taxes), (xxiv) pre- or after-tax income or loss (before or after allocation of corporate overhead and bonus), (xxv) net income or loss (before or after taxes), (xxvi) return on equity, (xxvii) attainment of strategic and operational initiatives, (xxviii) comparisons with various stock market indices, (xxix) implementation, completion or attainment of measurable objectives with respect to research, development, commercialization, products or projects, acquisitions and divestitures, (xxx) factoring transactions and recruiting and maintaining personnel, (xxxi) gross profits, (xxxii) economic value-added models or equivalent metrics, (xxxiii) reductions in costs, (xxxiv) sales or licenses of the Company's assets, including its intellectual property, whether in a particular jurisdiction or territory or globally, or through partnering transactions, (xxxv) return on capital (including return on total capital or return on invested capital), (xxxvi) cash flow return on investment, (xxxvii) year-end cash, (xxxviii) cash margin, (xxxix) debt reduction, (xl) stockholders equity, (xli) operating efficiencies, (xlii) research and development achievements, (xliii) strategic partnerships or transactions (including in-licensing and out-licensing of intellectual property), (xliv) co-development, co-marketing, profit sharing, joint venture or other similar arrangements, (xlv) financial ratios, including those measuring liquidity, activity, profitability or leverage, (xlvi) cost of capital or assets under management, (xlvii) financing and other capital raising transactions (including sales of the Company's equity or debt securities), (xlviii) factoring transactions, and (xlix) establishing relationships with commercial entities with respect to the marketing, distribution and sale of the Company's products (including with group purchasing organizations, distributors and other vendors).

Your vote to approve Proposal No. 2 will be deemed a vote to approve (i) the management objectives selected for vesting of Senior Executive Performance RSUs, as described under "Summary—Long Term Performance Incentive Awards" and (ii) the list of management objectives set forth in the preceding paragraph from which the Committee may select the performance metrics for future performance-based Awards issued under the Restated 2012 Plan, if any.

*Limitations on Awards* . The maximum number of shares with respect to which a participant may be granted stock options, SARs, restricted stock and/or RSUs in any calendar year shall be equal to the Initial Shares less the 2,100,000 shares reserved for issuance under Senior Executive Performance RSUs. The maximum number of shares with respect to which a participant may be granted Senior Executive Performance RSUs in the aggregate shall be equal to 750,000 shares. The foregoing limitations will be adjusted proportionately by the Committee in connection with any change in our capitalization due to a stock split, stock dividend or similar event affecting our common stock and such determination shall be final, binding and conclusive. The maximum amount with respect to which (i) senior executive plan bonuses may be granted to a participant under a senior executive plan bonus award during a calendar year is \$1,500,000; and (ii) awards of cash may be granted to any participant in any calendar year is \$1,500,000. The Company, however, may make other bonus or cash awards outside of the Restated 2012 Plan.

*Term of Award* . The term of any Award granted under the Restated 2012 Plan may not be for more than 10 years (or five years in the case of an incentive stock option granted to any participant who owns stock representing more than 10% of the combined voting power of the Company or any parent or subsidiary thereof).

*Transferability of Awards* . Unless otherwise provided in the Restated 2012 Plan or permitted by the Committee, Awards may not be pledged, assigned or otherwise transferred in any manner, other than by will or by the laws of descent or distribution, and may be exercised during the lifetime of the participant only by the participant or by such participant's beneficiaries in the event of the participant's death.

*Dividend Equivalents* . Subject to the provisions of the Restated 2012 Plan and any award agreement, the recipient of an Award other than a stock option or SAR may, if so determined by the Committee, be entitled to receive, currently or on a deferred basis, amounts equivalent to cash, stock or other property dividends on shares of our common stock with respect to the number of shares covered by the Award, as determined by the Committee, in its sole discretion.

*Termination of Service* . Unless otherwise provided in an award agreement, in the event of a participant's death or termination of the participant's status as an employee, director or consultant due to the participant's disability, the participant's beneficiary or the participant, as applicable, may exercise any vested Award at any time within the earlier to occur of: (i) one year after the date of the participant's death or disability; or (ii) the date on which such Award expires by its terms. Except as otherwise provided in an individual award agreement, in the event of a participant's Termination Without Cause (as defined in the Restated 2012 Plan), the participant may exercise any vested Award at any time within the earlier to occur of: (i) 90 days after such termination; or (ii) the date on which such Award expires by its terms. A participant who is terminated for Cause (as defined in the Restated 2012 Plan) shall, unless otherwise determined by the Committee, immediately forfeit, effective as of the date the participant engages in such conduct giving rise to his or her termination for Cause, all unexercised, unearned and/or unpaid Awards.

As more fully described above under "Senior Executive Long Term Performance Incentive Awards—Termination of Service," a participant who receives Senior Executive Performance RSUs and is subsequently terminated for Cause or resigns without Good Reason shall, unless otherwise determined by the Committee, immediately forfeit all unearned and/or unpaid Senior Executive Performance RSUs. If a participant who receives Senior Executive Performance RSUs is terminated by virtue of the participant's death or disability, or if the participant experiences a Qualifying Termination following at least one year of continuous service after commencement of the Performance Period, then the participant will vest in a pro-rated number of Senior Executive Performance RSUs. For the avoidance of doubt, if a participant receives a Senior Executive Performance RSUs, but does not complete one year of continuous service after the commencement of the Performance Period, the participant will immediately forfeit all unvested Senior Executive Performance RSUs, except as provided below with respect to a Change of Control.

*Adjustments Upon Change in Capitalization* . In the event there is a specified type of change in our capital structure not involving the receipt of consideration by us, such as a stock split, stock dividend, combination, recapitalization or reclassification, or any other transaction with respect to our common stock, including a merger, reorganization, liquidation or similar transaction, the number of shares reserved under the Restated 2012 Plan and the number of shares subject to and exercise price, if applicable, of all outstanding stock awards will be appropriately adjusted.

*Change of Control* . Except with respect to Senior Executive Performance RSUs or as provided in an individual award agreement, upon the consummation of a Change of Control (as defined below), all outstanding Awards under the Restated 2012 Plan may be assumed or replaced by the acquiring company. Any portions of Awards that have not been assumed, replaced or exercised in connection with a Change of Control will automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights for all of the shares of common stock (or other consideration) represented by such Award (or portion thereof), immediately prior to the specified effective date of such Change of Control. However, unless otherwise provided for by the Committee pursuant to the terms of the Restated 2012 Plan or as specified in an award agreement or other agreement between the participant and the Company, no cash Awards under any senior executive plan bonus or otherwise will be paid in connection with a Change of Control (as defined below).

In the case of a proposed Change of Control, the Committee may, prior to the occurrence of the Change of Control, declare that the outstanding stock options and SARs granted under the Restated 2012 Plan will accelerate and become exercisable in full and that all such stock options and SARs, whether or not exercisable prior to such acceleration, must be exercised within a specified period of time or they will terminate. In the event of such declaration, each stock option and SAR granted under the Restated 2012 Plan, to the extent that it has not been exercised prior to the Change of Control, shall be canceled at the time of, or immediately prior to, the Change of Control, as provided in the declaration.

Senior Executive Performance RSUs may vest, in whole or in part, upon a Change of Control, depending on the Proceeds Per Share generated by such Change of Control, as set forth above under "Senior Executive Long Term Performance Incentive Awards—Vesting."

Under the Restated 2012 Plan, a "Change of Control" generally includes:

- the acquisition of 50% or more of our outstanding stock by any person or group;
- a merger or consolidation of the Company after which our own stockholders as of immediately prior to the merger or consolidation own 50% or less of the outstanding stock of the surviving entity;
- a sale of all or substantially all of our assets, subject to certain exceptions; or

- such time as the Continuing Directors (as defined in the Restated 2012 Plan) do not constitute at least a majority of the Board or, if applicable, the board of directors of an acquiring company; provided, however, that the events described in this fourth bullet point shall not constitute a Change of Control with respect to any Senior Executive Performance RSUs.

*Term of the Restated 2012 Plan; Amendment, Suspension or Termination of the Restated 2012 Plan* . The Restated 2012 Plan will continue in effect until the earliest to occur of: (i) all shares of common stock subject to the Restated 2012 Plan have been distributed; (ii) all Awards have expired or terminated; (iii) termination pursuant to Section 18 of the Restated 2012 Plan; and (iv) 10 years. The Board may at any time amend, suspend or terminate the Restated 2012 Plan; provided, however, that no amendment can be made without the approval of our stockholders to the extent such approval is required by applicable laws, or if such amendment would lessen the stockholder approval requirements set forth in the Restated 2012 Plan.

### **Anticipated U.S. Federal Income Tax Consequences**

The following summary of the federal income tax consequences of the Restated 2012 Plan and the Awards to be granted thereunder is based upon federal income tax laws in effect on the date of this Proxy Statement, all of which are subject to change (possibly to retroactive effect) and to differing interpretations. Any such change could affect the accuracy of the statements and conclusions set forth in this summary. This summary does not purport to be complete, and does not discuss non-U.S., state or local tax consequences or additional guidance that is expected to be issued by the Treasury Department under the Code.

*Nonqualified Stock Options* . The grant of a nonqualified stock option under the Restated 2012 Plan will not result in any federal income tax consequences to the optionholder or to us. Upon exercise of a nonqualified stock option, the optionholder is subject to income taxes at the rate applicable to ordinary compensation income on the excess of the fair market value of the shares on the date of exercise over the option exercise price. This income is subject to withholding for federal income and employment tax purposes. We are entitled to an income tax deduction in the amount of the income recognized by the optionholder, subject to the possible limitations imposed by the \$1,000,000 compensation limit imposed by Section 162(m) or if the compensation is an “excess parachute payment” within the meaning of Section 280G of the Code (“ **Section 280G** ”) and so long as we withhold the appropriate taxes with respect to such income (if required) and the optionholder’s total compensation is deemed an ordinary and necessary business expense. Any gain or loss on the optionholder’s subsequent disposition of the shares of common stock will receive long- or short-term capital gain or loss treatment, depending on whether the shares are held for more than one year following exercise. We do not receive a tax deduction for any such gain.

If a nonqualified stock option is amended, such option may be considered deferred compensation and subject to the rules of Section 409A of the Code (“ **Section 409A** ”), which provide, among other things, rules regarding the timing of payment of deferred compensation. A stock option subject to Section 409A that fails to comply with the rules of Section 409A can result in the participant having acceleration of income recognition, an additional 20% tax obligation, plus penalties and interest.

*Incentive Stock Options* . The grant of an incentive stock option under the Restated 2012 Plan will not result in any federal income tax consequences to the optionholder or to us. An optionholder recognizes no federal taxable income upon exercising an incentive stock option (subject to the alternative minimum tax rules) and we receive no deduction at the time of exercise. In the event of a disposition of stock acquired upon exercise of an incentive stock option, the tax consequences depend upon how long the optionholder has held the shares of common stock. If the optionholder does not dispose of the shares within two years after the incentive stock option was granted, nor within one year after the incentive stock option was exercised, the optionholder will recognize a long-term capital gain (or loss) equal to the difference between the sale price of the shares and the exercise price. We are not entitled to any deduction under these circumstances.

If the optionholder fails to satisfy either of the foregoing holding periods, he or she must recognize ordinary income in the year of the disposition (referred to as a “disqualifying disposition”). The amount of such ordinary income generally is the lesser of (i) the excess (if any) of the amount realized on the disposition over the exercise price; or (ii) the excess of the fair market value of the shares on the date of exercise over the exercise price. Any gain in excess of the amount taxed as ordinary income will be treated as a long or short-term capital gain, depending on whether the stock was held for more than one year. We, in the year of the disqualifying disposition, are entitled to a deduction equal to the amount of ordinary income recognized by the optionholder, subject to the possible limitations imposed by the \$1,000,000 compensation limit imposed by Section 162(m) or if the compensation is an “excess parachute payment” within the meaning of Section 280G and so long as the optionholder’s total compensation is deemed an ordinary and necessary business expense.

In the event an incentive stock option is amended, such option may be considered deferred compensation and subject to the rules of Section 409A. A stock option subject to Section 409A which fails to comply with the rules of Section 409A can result in the participant having acceleration of income recognition, an additional 20% tax obligation, plus penalties and interest. In addition, the amendment of an incentive stock option may convert the option from an incentive stock option to a nonqualified stock option.

*Restricted Stock* . A recipient of restricted stock will not recognize any taxable income for federal income tax purposes in the year of the award, provided that the shares of common stock are subject to restrictions (that is, the restricted stock is nontransferable and subject to a substantial risk of forfeiture). However, the recipient may elect under Section 83(b) of the Code to recognize compensation income in the year of the award in an amount equal to the fair market value of the common stock on the date of the award, determined without regard to the restrictions, less any amount the recipient paid for the award. If the recipient does not make such a Section 83(b) election, the fair market value of the common stock on the date the restrictions lapse will be treated as compensation income to the recipient and will be taxable in the year the restrictions lapse. We are entitled to an income tax deduction in the amount of the income recognized by the recipient, subject to the possible limitations imposed by the \$1,000,000 compensation limit imposed by Section 162(m) or if the compensation is an “excess parachute payment” within the meaning of Section 280G and so long as we withhold the appropriate taxes with respect to such income (if required) and the recipient’s total compensation is deemed an ordinary and necessary business expense.

*Stock Appreciation Rights* . Recipients of SARs generally should not recognize income until the SAR is exercised. Upon exercise, the recipient will normally recognize taxable ordinary income for federal income tax purposes equal to the amount of cash and the fair market value of the shares, if any, received upon such exercise. Recipients who are employees will be subject to withholding for federal income and employment tax purposes with respect to income recognized upon exercise of a SAR. Recipients will recognize gain upon the disposition of any shares received on exercise of a SAR equal to the excess of: (i) the amount realized on such disposition; over (ii) the ordinary income recognized with respect to such shares under the principles set forth above. That gain will be taxable as long- or short-term capital gain depending on whether the shares were held for more than one year. We are entitled to an income tax deduction in the amount of the income recognized by the recipient upon exercise of the SARs, subject to the possible limitations imposed by the \$1,000,000 compensation limit imposed by Section 162(m) or if the compensation is an “excess parachute payment” within the meaning of Section 280G and so long as we withhold the appropriate taxes with respect to such income (if required) and the recipient’s total compensation is deemed an ordinary and necessary business expense.

A SAR can be considered non-qualified deferred compensation that is subject to the rules of Section 409A. A SAR subject to Section 409A that does not meet the requirements of Section 409A can result in the participant having acceleration of income recognition, an additional 20% tax obligation, plus penalties and interest.

*Restricted Stock Units* . Recipients of RSUs (including Senior Executive Performance RSUs) generally should not recognize income until such units are converted into cash or shares of stock. Upon conversion, the recipient will normally recognize taxable ordinary income for federal income tax purposes equal to the amount of the fair market value of the shares (or the amount of cash) received upon conversion. Recipients who are employees will be subject to withholding for federal income and employment tax purposes with respect to income recognized upon conversion of the RSUs. Participants will recognize gain upon the disposition of any shares received upon conversion of the RSUs equal to the excess of: (i) the amount realized on such disposition; over (ii) the ordinary income recognized with respect to such shares under the principles set forth above. That gain will be taxable as long- or short-term capital gain depending on whether the shares were held for more than one year. We are entitled to an income tax deduction in the amount of the income recognized by the recipient upon conversion of the RSUs into cash or shares of stock, subject to the possible limitations imposed by the \$1,000,000 compensation limit imposed by Section 162(m) or if the compensation is an “excess parachute payment” within the meaning of Section 280G and so long as we withhold the appropriate taxes with respect to such income (if required) and the recipient’s total compensation is deemed an ordinary and necessary business expense.

We do not believe that RSUs, including the Senior Executive Performance RSUs, will be considered non-qualified deferred compensation that is subject to the rules of Section 409A. A grant of RSUs that is, however, subject to Section 409A that does not meet the requirements of Section 409A can result in the participant having acceleration of income recognition, an additional 20% tax obligation, plus penalties and interest.

#### **Interests of Certain Persons in the Restated 2012 Plan**

If the 2012 Plan Amendment and Restatement is approved, our directors and named executive officers will be eligible to receive awards under the Restated 2012 Plan, including the Initial Grants, the maximum aggregate value of which is \$26,000,000, to be awarded to Messrs. DeBello, Clark and Ritter. In addition, the Restated 2012 Plan provides for indemnification of the Committee members to the fullest extent permitted by law with respect to determinations made in connection with the Restated 2012 Plan. Accordingly, our directors and executive officers have a substantial interest in the approval of the 2012 Plan Amendment and Restatement.

**THE BOARD RECOMMENDS THAT YOU VOTE “FOR” THIS  
PROPOSAL NO. 2 TO APPROVE THE 2012 PLAN AMENDMENT AND RESTATEMENT.**



## PROPOSAL NO. 3

### APPROVAL OF AN AMENDMENT TO THE MITEK SYSTEMS, INC. DIRECTOR RESTRICTED STOCK UNIT PLAN

#### General

On January 25, 2017, the Board unanimously approved the Director Plan Amendment, subject to approval by our stockholders at the Annual Meeting, which amends the Mitek Systems, Inc. Director Restricted Stock Unit Plan (the “**Director Plan**”) to increase the total number of shares of our common stock reserved for issuance under the Director Plan by 500,000 (i.e., from 1,000,000 to 1,500,000); and extend the term of the Director Plan.

The current term of the Director Plan is set forth in Section 10(a) of the Director Plan, which states that the Director Plan shall terminate on the day before the 10th anniversary of the “Adoption Date,” which is defined in the Director Plan as December 6, 2010. The Director Plan Amendment will amend and replace Section 10(a) of the Director Plan in its entirety as follows:

“(a) Term of the Plan. The Plan shall terminate on December 31, 2022 unless earlier terminated pursuant to this Section 10. This Plan will not in any way affect outstanding awards that were issued under any other Company equity compensation plans. For the avoidance of doubt, to the extent approval of the Company’s stockholders is not obtained within 12 months after the date the Plan, as amended, is adopted by the Board, the Plan shall continue in effect as if the Plan had not been amended.”

This modification will have the effect of extending the termination of the Director Plan from December 5, 2020 to December 31, 2022.

As of December 31, 2016, (i) RSUs convertible into 543,385 shares of our common stock were outstanding under the Director Plan; and (ii) 31,786 shares of our common stock were reserved for future grants under the Director Plan.

The Director Plan was adopted in February 2011 in order to help attract and retain the experienced directors required for our business to grow. There is significant competition for directors with the skills required to oversee the products and services we offer. If we cannot attract, motivate and retain qualified professionals, our business, financial condition and results of operations will suffer.

In the six years since the Director Plan was adopted, we have granted our employee and non-employee directors RSUs on an annual basis in amounts consistent with grants made by our peer companies to their directors. Based on our current rate of award grants, the Board believes that the existing share reserve will be exhausted within the next year. Without the ability to provide equity compensation, we may be unable to attract and retain highly qualified directors.

If this Proposal No. 3 is approved, we intend to continue to provide equity incentives to our current and future directors. If this proposal is approved, we expect to have sufficient shares available under the Director Plan for the next three to four years. The proposed increase of 500,000 shares was determined by comparing our past equity grants to our directors and planned grants to our current and future directors as a retention tool.

The Board believes that the increase in shares of our common stock available for issuance under the Director Plan is essential to permit us to continue to provide adequate equity-based incentives to present and future directors. Accordingly, the Board believes approval of the Director Plan Amendment is in our best interest and the best interest of our stockholders, and recommends a vote “FOR” the approval of the Director Plan Amendment.

#### Summary of the Director Plan

The following summary sets forth the primary features of the Director Plan. This summary is qualified in its entirety by the terms of the Director Plan, as proposed to be amended, which is attached to this Proxy Statement as **Annex B**.

*General*. The Director Plan authorizes the grant of RSUs to our employee and non-employee directors.

*Purpose* . The purpose of the Director Plan is to help promote the long-term success of the Company and the creation of stockholder value by:

- attracting and retaining the services of talented individuals as directors of the Company;
- motivating such directors, through the award of RSUs, to achieve long-term performance goals;
- providing competitive equity and incentive compensation opportunities; and
- further aligning the interests of our directors with stockholders through compensation that is based upon the performance of the Company's common stock which can thereby promote the long-term financial interest of the Company and enhancement of long-term stockholder return.

*Administration* . The Director Plan will be administered by the Board. Subject to the terms of the Director Plan, the Board has the sole discretion, among other things, to:

- select the individuals who will receive awards;
- determine the terms and conditions of awards (for example, performance goals, if any, and vesting schedule);
- correct any defect, supply any omission, or reconcile any inconsistency in the Director Plan or any award agreement;
- accelerate the vesting or waive restrictions of any awards at any time and under such terms and conditions as it deems appropriate;
- adopt any rules, guidelines and/or procedures to implement and administer the Director Plan; and
- interpret the provisions of the Director Plan and outstanding awards.

The Board may also use the Director Plan to issue shares under other plans or subplans as may be deemed necessary or appropriate, such as to provide for participation by non-U.S. directors. In addition, awards may be subject to any policy that we may implement on the recoupment of compensation (referred to as a clawback policy). We will indemnify the members of the Board and their delegates to the maximum extent permitted by applicable law for actions taken or not taken with respect to the Director Plan.

*Eligibility to Receive Awards* . Only employee and non-employee directors are eligible to receive awards under the Director Plan. The Board determines, in its discretion, the individuals who will be granted awards under the Director Plan. It is not possible to state at this time the precise number of RSUs that any particular employee director, non-employee director or non-employee directors as a group will be granted under the Director Plan, as amended, since these matters will be determined by the Board based on each participant's level of responsibility, compensation and anticipated and actual contribution to our success. As of December 31, 2016, one employee director and six non-employee directors were eligible to participate in the Director Plan.

*Shares Subject to the Director Plan* . The maximum number of shares of common stock that can be issued under the Director Plan is 1,500,000. The shares underlying forfeited or terminated awards will become available again for issuance under the Director Plan and shares that are utilized to pay an award's purchase price, if any, or tax withholding obligations shall not count against the Director Plan's share limit.

*Restricted Stock Units* . RSUs issued under the Director Plan will be evidenced by a written agreement between the Company and the director to whom the award was granted and will recite the specific terms and conditions of the award. The Board will determine all of the terms and conditions of the RSUs awarded under the Director Plan, including the vesting period and the number of shares of common stock subject to each award. Upon each vesting date, the participant will become entitled to receive a share of our common stock in exchange for each vested RSU on the settlement date. The Board may determine that a RSU will vest only if the Company satisfies performance goals established by the Board. Settlement of RSUs will generally occur within 30 days of vesting unless the participant has timely elected to defer such compensation or his or her written RSU agreement provides for settlement to occur on a later specified date. For example, the written RSU agreement may provide for settlement to occur upon the termination of the participant's service with the Company.

*Limited Transferability of Awards* . Awards granted under the Director Plan generally are not transferrable other than upon death, or pursuant to a court-approved domestic relations order.

*Termination of Service Prior to Vesting* . Generally, if a director's service with the Company terminates, then all unvested RSUs will be surrendered to us without compensation.

*Adjustments Upon Changes in Capitalization* . In the event of a stock split, a combination, consolidation, spin-off, recapitalization, or any other similar transaction involving shares of our common stock prior to the settlement of a RSU award, then the number and kind of shares issued under the Director Plan and subject to each award, as well as the number and kind of shares available for issuance under the Director Plan, will each be equitably and proportionately adjusted by the Board.

*Change of Control* . In the event that the Company is a party to a merger or other reorganization, outstanding awards granted under the Director Plan will be subject to the agreement of merger or reorganization. Such agreement may provide for (i) accelerated vesting of outstanding awards, (ii) the continuation of the outstanding awards, (iii) the assumption of the outstanding awards by the surviving entity, or (iv) the cancellation of outstanding awards with or without consideration, in all cases with or without consent of the director to whom the award was granted. Except as otherwise provided in the award agreement, in the event of a change in control, all then-outstanding awards will vest and become exercisable as of immediately prior to the change in control.

*Term of the Director Plan* . If approved by stockholders, the Director Plan will continue in effect until December 31, 2022 or until earlier terminated by the Board.

*Amendment and Termination of the Director Plan* . The Board generally may amend or terminate the Director Plan at any time and for any reason, except that the Board must obtain stockholder approval in certain circumstances.

### **Anticipated U.S. Federal Income Tax Consequences**

The following summary of the federal income tax consequences of the Director Plan and the RSUs to be granted thereunder is based upon federal income tax laws in effect on the date of this Proxy Statement, all of which are subject to change (possibly to retroactive effect) and to differing interpretations. Any such change could affect the accuracy of the statements and conclusions set forth in this summary. This summary does not purport to be complete, and does not discuss non-U.S., state or local tax consequences or additional guidance that is expected to be issued by the Treasury Department under the Code.

*Restricted Stock Units* . Recipients of RSUs generally should not recognize income until such units are converted into cash or shares of stock. Upon conversion, the recipient will normally recognize taxable ordinary income for federal income tax purposes equal to the amount of the fair market value of the shares (or the amount of cash) received upon conversion. Recipients will be subject to withholding for federal income and employment tax purposes with respect to income recognized upon conversion of the RSUs. Participants will recognize gain upon the disposition of any shares received upon conversion of the RSUs equal to the excess of: (i) the amount realized on such disposition; over (ii) the ordinary income recognized with respect to such shares under the principles set forth above. That gain will be taxable as long- or short-term capital gain depending on whether the shares were held for more than one year. We are entitled to an income tax deduction in the amount of the income recognized by the recipient upon conversion of the RSUs into cash or shares of stock, subject to the possible limitations imposed by the \$1,000,000 compensation limit imposed by Section 162(m) or if the compensation is an “excess parachute payment” within the meaning of Section 280G and so long as we withhold the appropriate taxes with respect to such income (if required) and the recipient’s total compensation is deemed an ordinary and necessary business expense.

We do not believe that RSUs will be considered non-qualified deferred compensation that is subject to the rules of Section 409A. A grant of RSUs that is, however, subject to Section 409A that does not meet the requirements of Section 409A can result in the participant having acceleration of income recognition, an additional 20% tax obligation, plus penalties and interest.

### **Interests of Certain Persons in the Director Plan**

If the Director Plan Amendment is approved, our directors will be eligible to receive awards under the Director Plan. In addition, the Director Plan provides for indemnification of the Board members to the fullest extent permitted by law with respect to determinations made in connection with the Director Plan. Accordingly, our directors have a substantial interest in the approval of the Director Plan Amendment.

**THE BOARD RECOMMENDS THAT YOU VOTE “FOR” THIS  
PROPOSAL NO. 3 TO APPROVE THE DIRECTOR PLAN AMENDMENT .**

## PROPOSAL NO. 4

### RATIFICATION OF THE SELECTION OF OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Audit Committee has selected the firm of Mayer Hoffman, independent certified public accountants, to serve as our independent registered public accounting firm for the fiscal year ending September 30, 2017. Representatives of Mayer Hoffman are expected to be present at the Annual Meeting and will have the opportunity to make a statement and respond to appropriate questions. Mayer Hoffman leases substantially all its personnel, who work under the control of Mayer Hoffman shareholders, from wholly-owned subsidiaries of CBIZ, Inc., in an alternative practice structure. All of the hours expended on Mayer Hoffman's engagement to audit our financial statements for the 2016 fiscal year were attributed to work performed by such leased personnel.

Neither our governing documents nor applicable laws require stockholder ratification of the selection of Mayer Hoffman as our independent registered public accounting firm. However, the Board is submitting the selection of Mayer Hoffman to our stockholders for ratification as a matter of good corporate governance. If our stockholders fail to ratify the selection of Mayer Hoffman, the Audit Committee will reconsider whether or not to retain Mayer Hoffman. Even if the selection is ratified, the Audit Committee in its discretion may direct the appointment of different independent auditors at any time during the year if they determine that such a change would be in the best interests of the Company and our stockholders.

#### Independent Registered Public Accounting Firm Fee Information

The following table sets forth the aggregate fees billed by Mayer Hoffman for the services indicated for the fiscal years ended September 30, 2016 and 2015. All fees described below were approved by the Audit Committee.

	Fiscal Year Ended September 30, 2016	Fiscal Year Ended September 30, 2015
Audit Fees(1)	\$ 191,027	\$ 169,000
Audit-Related Fees(2)	—	—
Tax Fees	—	—
All Other Fees	—	—
<b>Total Fees</b>	<b>\$ 191,027</b>	<b>\$ 169,000</b>

- (1) Includes fees for: (i) the audit of our annual financial statements for the fiscal years ended September 30, 2016 and 2015 included in our annual reports on Form 10-K; (ii) the audit of our internal control over financial reporting for the fiscal years ended September 30, 2016 and 2015; and (iii) the review of our interim period financial statements for the fiscal years ended September 30, 2016 and 2015 included in our quarterly reports on Form 10-Q.
- (2) Includes fees for related services that are normally provided in connection with regulatory filings or engagements.

#### Pre-Approval Policies

The Audit Committee has established policies and procedures by which it approves in advance any audit and permissible non-audit services to be provided by our independent registered public accounting firm. Under these policies and procedures, prior to the engagement of the independent registered public accounting firm for pre-approved services, requests or applications for the independent registered public accounting firm to provide services must be submitted to the Audit Committee and must include a detailed description of the services to be rendered. Our Chief Financial Officer and the independent registered public accounting firm must ensure that the independent registered public accounting firm is not engaged to perform the proposed services unless those services are within the list of services that have received the Audit Committee's pre-approval, and must cause the Audit Committee to be informed in a timely manner of all services rendered by the independent registered public accounting firm and the related fees.

Each request or application must include:

- a recommendation by our Chief Financial Officer as to whether the Audit Committee should approve the request or application; and
- a joint statement of our Chief Financial Officer and the independent registered public accounting firm as to whether, in their view, the request or application is consistent with the SEC's requirements for auditor independence of the Public Company Accounting Oversight Board (the "PCAOB").

The Audit Committee also will not permit the independent registered public accounting firm to be engaged to provide any services to the extent that the SEC has prohibited the provision of those services by an independent registered public accounting firm, which generally include:

- bookkeeping or other services related to accounting records or financial statements;
- financial information systems design and implementation;
- appraisal or valuation services, fairness opinions or contribution-in-kind reports;
- actuarial services;
- internal audit outsourcing services;
- management functions;
- human resources;
- broker-dealer, investment adviser or investment banking services;
- legal services;
- expert services unrelated to the audit; and
- any service that the PCAOB determines is not permissible.

**THE BOARD RECOMMENDS THAT YOU VOTE “FOR” THIS PROPOSAL NO. 4 TO RATIFY THE SELECTION OF  
MAYER HOFFMAN TO SERVE AS OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2017 .**

## PROPOSAL NO. 5

### APPROVAL, ON AN ADVISORY (NON-BINDING) BASIS, OF THE COMPENSATION OF OUR NAMED EXECUTIVE OFFICERS

In accordance with the requirements of Section 14A of the Exchange Act and the related rules of the SEC, we are providing our stockholders the opportunity to vote on an advisory (non-binding) resolution, commonly known as a “say-on-pay” resolution, to approve the compensation of our named executive officers as described in this Proxy Statement in the section titled “Executive Compensation,” beginning on page 37, the compensation tables beginning on page 44 and any related narrative discussion contained in this Proxy Statement. This proposal gives our stockholders the opportunity to express their views on the design and effectiveness of our executive compensation program.

Our executive compensation programs are designed to attract, retain and motivate talented, qualified executives, effectively manage and promote the success of our Company and reward performance. To achieve this balance of objectives, the Board has adopted a compensation approach that includes a mix of short-term and long-term components, cash and equity elements and fixed and contingent payments in proportions that we believe will provide appropriate incentives to reward our senior executives and management team. Under these programs, our executive officers are rewarded for the achievement of specific financial and strategic goals, which are expected to result in increased stockholder value. We review our compensation plans and programs on an ongoing basis and periodically make adjustments taking into account competitive conditions and other factors. Please read the section below entitled “Executive Compensation” for additional details about our executive compensation programs, including information regarding the 2016 fiscal year compensation of our named executive officers.

We believe that the compensation of our named executive officers for the 2016 fiscal year was appropriate and reasonable and that our compensation policies and procedures are sound and support the best interests of our company and our stockholders. Additionally, we believe that our compensation policies and procedures are effective in aligning the executives’ long-term interests with those of our stockholders.

Accordingly, the following resolution will be submitted for a stockholder vote at the Annual Meeting:

“RESOLVED, that the stockholders of Mitek Systems, Inc. (the “Company”) approve, on an advisory and non-binding basis, the compensation of the Company’s named executive officers, as disclosed in the Company’s Proxy Statement for the 2017 Annual Meeting of Stockholders pursuant to the compensation disclosure rules of the SEC, including the Executive Compensation, compensation tables and narrative discussion in the Proxy Statement.”

This vote is not intended to address any specific element of compensation, but rather the overall compensation of our named executive officers and the compensation philosophy, policies and practices described in this Proxy Statement. As an advisory vote, the outcome of the vote on this proposal is not binding upon us. However, the Board, with input from the Compensation Committee, which is responsible for designing and administering our executive compensation programs, values the opinions expressed by our stockholders in their vote on this proposal and will consider the outcome of this vote when making future compensation decisions for our named executive officers.

Our most recent advisory stockholder vote on executive compensation was held at our 2014 annual meeting based upon our Board’s determination, taking into account the advisory vote of our stockholders held at our 2011 annual meeting, that such advisory votes should be held every three years. At this time, we cannot determine the next annual meeting at which an advisory stockholder vote on the compensation paid to our named executive officers will be held because the timing of such an advisory stockholder vote is dependent upon the outcome of the advisory (non-binding) stockholder vote to be held at the Annual Meeting regarding the frequency of future advisory stockholder votes to approve the compensation of our named executive officers, as more fully described below in Proposal No. 6. The Board has recommended to the stockholders that an advisory vote on executive compensation be conducted every three years, and based upon the outcome of the advisory stockholder vote on Proposal No. 6, the Board will determine how frequently to hold an advisory vote to approve the compensation of our named executive officers. When such a determination is made, the Company will disclose the frequency with which it will hold advisory stockholder votes on executive compensation by amending the Current Report on Form 8-K disclosing the results of the Annual Meeting.

**THE BOARD RECOMMENDS THAT YOU VOTE “FOR” THIS PROPOSAL NO. 5 FOR THE APPROVAL, ON AN  
ADVISORY (NON-BINDING) BASIS, OF THE COMPENSATION OF OUR NAMED EXECUTIVE OFFICERS.**

## PROPOSAL NO. 6

### **APPROVAL, ON AN ADVISORY (NON-BINDING) BASIS, OF THE FREQUENCY OF AN ADVISORY VOTE ON THE COMPENSATION OF OUR NAMED EXECUTIVE OFFICERS**

Section 14A of the Exchange Act, added under the Dodd-Frank Act, also requires us to provide our stockholders with a separate advisory vote on the frequency of the advisory vote set forth in Proposal No. 5 above. By voting on this Proposal No. 6, stockholders may indicate whether they would prefer an advisory vote to approve the named executive officers' compensation annually, every two years, or every three years. Stockholders also have the option to abstain from voting on this matter.

At our 2011 annual meeting of stockholders, we held our first advisory stockholder vote to approve the compensation of our named executive officers, and also held our first advisory stockholder vote on the frequency of future advisory stockholder votes to approve the compensation of our named executive officers. In keeping with the recommendation of the Board, our stockholders expressed a preference that future advisory stockholder votes to approve the compensation of our named executive officers be held every three years, and the Board determined to hold an advisory stockholder vote to approve the compensation of our named executive officers every three years.

The Board and the Compensation Committee believe an advisory vote on executive compensation every three years is the best approach for the Company and our stockholders. An advisory vote on executive compensation at every third annual meeting would provide stockholders an opportunity to make an informed and thoughtful vote based on close analysis of our compensation program. It will encourage a long-term approach to evaluating our executive compensation program, consistent with our Company's long-term philosophy on executive compensation. Additionally, a vote every three years would allow us adequate time to compile meaningful input from stockholders on our compensation program and respond appropriately. This may be challenging to do on an annual or biennial basis, and both we and our stockholders would benefit from having more time for a thoughtful and constructive dialogue on why particular pay practices are appropriate for us. In contrast, focusing on executive compensation over an annual or biennial period would focus on short-term results rather than long-term value creation, which is inconsistent with our compensation philosophy and would detract from the long-term interests and goals of the Company. Moreover, a short review cycle will not allow for a meaningful evaluation of our performance against our compensation practices, as any adjustment in pay practices would take time to implement and be reflected in our financial performance and in the price of our common stock.

Because this vote is advisory, it is not binding on the Board or the Company, and the Board may decide it is in the best interests of the Company and our stockholders to hold an advisory vote on executive compensation more or less frequently than the option approved by our stockholders. However, the Board values the opinion of our stockholders and will take into account the outcome of the vote when considering the frequency of the advisory vote set forth in Proposal No. 6.

**THE BOARD RECOMMENDS THAT YOU VOTE "FOR" THE OPTION OF ONCE EVERY THREE YEARS AS TO THE FREQUENCY OF THE ADVISORY VOTE ON THE COMPENSATION OF OUR NAMED EXECUTIVE OFFICERS .**

## REPORT OF THE AUDIT COMMITTEE

The Audit Committee of our Board of Directors has furnished the following report to stockholders of the Company in accordance with rules adopted by the SEC.

As described in its charter, the Audit Committee meets with the independent auditors and our officers or other personnel responsible for our financial reports. The Audit Committee is responsible for reviewing the scope of the auditors' examination of the Company and the audited results of the examination. The Audit Committee is also responsible for discussing with the auditors the scope, reasonableness and adequacy of internal accounting controls. The Audit Committee is not responsible for the planning or conduct of the audits or the determination that our financial statements are complete and accurate and in accordance with generally accepted accounting principles. Among other matters, the Audit Committee considers and selects a certified public accounting firm as our independent auditor. The Audit Committee held four meetings during the 2016 fiscal year.

In accordance with rules adopted by the SEC, the Audit Committee states that:

- The Audit Committee has reviewed and discussed with management our audited financial statements for the 2016 fiscal year.
- The Audit Committee has discussed with Mayer Hoffman McCann P.C., our independent registered public accountants, the matters required to be discussed by the statement on Auditing Standards No. 1301, as amended, as adopted by the Public Company Accounting Oversight Board in Rule 3200T.
- The Audit Committee has received the written disclosures and the letter from Mayer Hoffman McCann P.C. required by applicable requirements of the Public Company Accounting Oversight Board regarding Mayer Hoffman McCann P.C.'s communications with the Audit Committee concerning independence, and has discussed with Mayer Hoffman McCann P.C. its independence.

Based upon the review and discussions referred to above, the Audit Committee recommended to our Board of Directors that our audited financial statements be included in our Annual Report on Form 10-K for the fiscal year ended September 30, 2016, for filing with the SEC.

### **Audit Committee**

James C. Hale

Vinton P. Cunningham

Bruce E. Hansen

*This foregoing Audit Committee report is not "soliciting material," is not deemed "filed" with the SEC and shall not be deemed incorporated by reference by any general statement incorporating by reference this Proxy Statement into any filing of ours under the Securities Act of 1933, as amended, or under the Exchange Act, except to the extent we specifically incorporate this report by reference.*



## INFORMATION REGARDING THE BOARD OF DIRECTORS AND CORPORATE GOVERNANCE

### General

This section describes key corporate governance guidelines and practices that we have adopted. Complete copies of the charters of the committees of the Board and our Code of Business Conduct and Ethics described below may be viewed on our Internet website at [www.miteksystems.com](http://www.miteksystems.com) under "Investors." You may also request a copy of any of these documents free of charge by writing to our Corporate Secretary at Mitek Systems, Inc., 600 B Street, Suite 100, San Diego, California 92101, Attn: Corporate Secretary.

### Director Independence

The Board is responsible for establishing corporate policies and for the overall performance of the Company, although it is not involved in day-to-day operations. As required under NASDAQ listing standards, a majority of the members of a listed company's board of directors must qualify as "independent," as affirmatively determined by the company's board of directors. The Board consults with our counsel to ensure that the Board's determinations regarding the independence of our directors are consistent with all relevant securities and other laws and regulations regarding the definition of "independent," including those set forth in applicable NASDAQ listing standards, as in effect from time to time. Consistent with these considerations, after review of all relevant transactions or relationships between each director (or former director, as applicable), or any of his or her family members, and the Company, our senior management and our independent auditors, the Board has determined that all of our directors other than Mr. DeBello are independent, in each case as defined in NASDAQ Listing Rule 5605(a)(2). In addition, the Board has determined that the members of the Audit Committee meet the additional independence criteria required for audit committee membership.

### Meetings of the Board

The Board meets on a regular basis throughout the year to review significant developments affecting the Company and to act upon matters requiring its approval. The Board also holds special meetings as required from time to time when important matters arise requiring Board action between scheduled meetings. During the 2016 fiscal year, the Board met five times. No director attended fewer than 75% of the aggregate number of meetings held by the Board during the 2016 fiscal year.

### Executive Sessions

As required under applicable NASDAQ listing standards, our independent directors periodically meet in executive session at which only they are present.

### Director Attendance at Annual Meetings

Although we do not have a formal policy regarding attendance by members of the Board at our annual meeting of stockholders, we encourage all of our directors to attend. James B. DeBello, Alex W. "Pete" Hart, Vinton Cunningham and James C. Hale were the only directors from the director nominees discussed in Proposal No. 1 above that attended our 2016 annual meeting of stockholders.

### Board Leadership Structure

Upon the retirement of our prior Chairman of the Board, Mr. Thornton, in March 2016, our Board reviewed its leadership structure and determined that, at the present time, combining the roles of Chairman and CEO, together with creation of a strong Lead Independent Director role, would provide the appropriate leadership for and oversight of the Company and facilitate effective functioning of both the Board and management. Accordingly, at that time, the Board appointed Mr. DeBello as the Chairman of the Board. Mr. DeBello has been with the Company for over 13 years and served on our Board for over 22 years and has a broad understanding of the operational issues and strategic opportunities facing the Company. The Board believes that the Company and its stockholders currently are best served by having Mr. DeBello continue to serve as Chairman of the Board as well as Chief Executive Officer. By combining these positions, Mr. DeBello serves as a bridge between the Board and the operating organization and provides critical leadership for the strategic initiatives and challenges of the future.

In connection with Mr. DeBello's appointment as Chairman, the Board also felt it was important to create a Lead Independent Director position to lead the Board's independent directors to engagement and consensus and to ensure that such independent consensus is heard and implemented, and therefore the Board appointed Mr. Hansen as its Lead Independent Director. As Lead Independent Director, Mr. Hansen, among other things, serves as a liaison between the Chairman of the Board and the independent directors and is responsible for approving information sent to the Board, meeting agendas for the Board and meeting schedules to ensure there is adequate time for discussion of all agenda items. Mr. Hansen also has the authority to call meetings of the independent directors, and, if requested by a major stockholder, be available for consultation and direct communication.

The Board retains the flexibility to determine on a case-by-case basis whether the positions of Chief Executive Officer and Chairman of the Board should be combined or separated and whether an independent director should serve as Chairman. This flexibility permits the Board to organize its functions and conduct its business in a manner it deems most effective and in the best interest of the Company and its stockholders in then prevailing circumstances .

### Board's Role in Risk Oversight

The Board is responsible for oversight of risks facing the Company, while our management is responsible for day-to-day management of risk. The Board, as a whole, directly administers its risk oversight function. In addition, the risk oversight function is also administered through the standing committees of the Board, which oversee risks inherent in their respective areas of responsibility, reporting to the Board regularly and involving the Board in their performance of risk oversight, as necessary. For example, the Audit Committee oversees our financial exposure and financial reporting related risks and the Compensation Committee oversees risks related to our compensation programs and practices. The Board, as a whole, directly oversees our strategic and business risk, including product development risk, through regular interactions with our management and, from time-to-time, input from independent advisors. We believe the Board's leadership structure supports its role in risk oversight, with our President and Chief Executive Officer, Chief Financial Officer and General Counsel responsible for assessing and managing risks facing the Company day-to-day and the members of our Board providing oversight of such risk management.

### Information Regarding Board Committees

The Board has established standing Audit, Compensation, and Nominating and Corporate Governance Committees to devote attention to specific subjects and to assist it in the discharge of its responsibilities. The three committees operate under written charters adopted by the Board, each of which is available on our Internet website at [www.miteksystems.com](http://www.miteksystems.com) under "Investors." The following table sets forth the number of meetings held and actions taken by written consent during the 2016 fiscal year for each of the committees of the Board and current membership for each of the committees of the Board. Each member of the committees of the Board during the 2016 fiscal year attended at least 75% of the meetings of each of the committees of the Board on which he served that were held during the period for which he was a committee member.

	Audit Committee	Nominating and Corporate Governance Committee	Compensation Committee
<b>Employee Director:</b>			
James B. DeBello	—	—	—
<b>Non-Employee Directors:</b>			
William K. "Bill" Aulet	—	X (1)	X
Vinton P. Cunningham	X	—	—
Kenneth D. Denman(2)	—	—	—
James C. Hale	X (1)	—	X
Bruce E. Hansen	X	X	—
Alex W. "Pete" Hart	—	X	X (1)
Total meetings in the 2016 fiscal year	4	2	3
Total actions by written consent in the 2016 fiscal year	—	—	—

(1) Committee chairperson.

(2) Mr. Denman was appointed to the Board in December 2016 and has not yet been appointed as a member of any committees.

### Audit Committee

We have a separately designated standing Audit Committee established in accordance with Section 3(a)(58)(a) of the Exchange Act. The Audit Committee is responsible for overseeing our accounting and financial reporting processes and the audits of our financial statements, monitoring the integrity of our financial reporting process and systems of internal controls regarding finance, accounting and legal compliance, and reviewing the independence and performance of our independent registered public accountants. The current members of the Audit Committee are Messrs. Hale, Cunningham and Hansen. The Board has determined that Mr. Hale is an "audit committee financial expert" in accordance with applicable SEC rules. Each of the members of the Audit Committee is an "independent" director within the meaning of the applicable NASDAQ listing standards, as well as applicable SEC rules and regulations.

### ***Compensation Committee***

The Compensation Committee reviews executive compensation, establishes executive compensation levels, recommends employee compensation programs, administers our incentive plans, and monitors the Company's compliance with applicable SEC rules and NASDAQ listing standards. The current members of the Compensation Committee are Messrs. Aulet, Hale and Hart, each of whom is an "independent" director within the meaning of the applicable NASDAQ listing standards, as well as applicable SEC rules and regulations.

### ***Nominating and Corporate Governance Committee***

The Nominating Committee is responsible for reviewing and making recommendations to the Board regarding the composition and structure of the Board, establishing criteria for Board membership and corporate policies relating to the recruitment of Board members, and establishing, implementing and monitoring policies and processes regarding principles of corporate governance. The current members of the Nominating Committee are Messrs. Aulet, Hart and Hansen, each of whom is an "independent" director within the meaning of the applicable NASDAQ listing standards, as well as applicable SEC rules and regulations.

### **Consideration of Director Nominees**

#### ***Director Qualifications***

When evaluating nominees for election as directors (including all persons recommended by stockholders to become nominees for election as directors), the Nominating Committee takes into account: (i) all factors the Committee considers appropriate, which may include career specialization, relevant technical skills or financial acumen, diversity of viewpoint and industry knowledge; and (ii) the following minimum qualifications:

- the highest personal and professional ethics, integrity and values and sound business judgment;
- a background that demonstrates significant accomplishment in his or her respective field, with superior credentials and recognition and broad experience at the administrative and/or policy-making level in business, government, education, technology or public interest;
- relevant expertise and experience and an ability to offer advice and guidance to our chief executive officer based on such expertise and experience;
- independence from any particular constituency and an ability to be able to represent all of our stockholders and be committed to enhancing long-term stockholder value; and
- sufficient time available to devote to activities of the Board and to enhance his or her knowledge of our business.

The Nominating Committee retains the right to modify these criteria from time to time.

#### ***Stockholder Nominations***

The Nominating Committee will consider director candidates recommended by our stockholders of record. The Nominating Committee does not intend to alter the manner in which it evaluates candidates, including the criteria set forth above, based on whether or not a candidate was recommended by a stockholder of record. Stockholders of record who wish to recommend individuals for consideration by the Nominating Committee to become nominees for election to the Board at an annual meeting of stockholders must do so by delivering a written recommendation and timely notice in accordance with our Bylaws to the Nominating and Corporate Governance Committee at Mitek Systems, Inc., 600 B Street, Suite 100, San Diego, California 92101, Attn: Corporate Secretary not later than the close of business on December 1, 2017 nor earlier than November 1, 2017; provided, however, that if the date of our next annual meeting is more than 30 days before or more than 60 days after the one-year anniversary of the Annual Meeting, notice by the stockholder to be timely must be so delivered, or mailed and received, not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the 90th day prior to such annual meeting or, if later, the 10th day following the day on which public disclosure of the date of such annual meeting was first made.

Each written recommendation must set forth, among other information:

- the name and address of the stockholder of record and any beneficial owner on whose behalf the nomination is being made;
- the class, series and number of shares of common stock of the Company, and any convertible securities of the Company, that are beneficially owned by the stockholder of record and any beneficial owner on whose behalf the nomination is being made;

- any option, warrant, convertible security, SAR, or similar right with an exercise or conversion privilege or settlement payment at a price related to any class or series of shares of the Company or with a value derived from the value of any class or series of shares of the Company, directly or indirectly, owned beneficially by such stockholder of record and any beneficial owner on whose behalf the nomination is being made;
- any proxy, agreement, arrangement, understanding, or relationship pursuant to which such stockholder of record and any beneficial owner on whose behalf the nomination is being made has or shares a right to vote any shares of any security of any class or series of the Company;
- any short interest in any security of the Company held by such stockholder of record and any beneficial owner on whose behalf the nomination is being made;
- the proposed director candidate's name, age, business address and residential address;
- complete biographical information for the proposed director candidate, including the proposed director candidate's principal occupation or employment and business experience for at least the previous five years;
- the class and number of shares of common stock of the Company that are beneficially owned by the proposed director candidate and any convertible securities of the Company that are beneficially owned by the director candidate as of the date of the written recommendation;
- a completed and signed questionnaire, representation and agreement from the director candidate, as further described in our Bylaws; and
- any other information relating to the proposed director candidate that is required to be disclosed in solicitations for proxies for election of directors pursuant to Regulation 14A promulgated under the Exchange Act.

Director candidate nominations from stockholders must be provided in writing and must include the written consent of each proposed nominee to serve as a director if so elected. Stockholders are advised to review our Bylaws, which contain additional requirements with respect to director nominations. If a proposed director candidate is recommended by a stockholder in accordance with the procedural requirements discussed above and more fully set forth in our Bylaws, the Secretary will provide the foregoing information to the Nominating and Corporate Governance Committee.

#### ***Evaluating Nominees for Director***

Our Nominating Committee considers director candidates that are suggested by members of the committee, other members of the Board, members of management, advisors and our stockholders who submit recommendations in accordance with the requirements set forth above. The Nominating Committee may, in the future, also retain a third-party search firm to identify candidates on terms and conditions acceptable to the Nominating Committee, but to date it has not paid a fee to any third party to assist in the process of identifying or evaluating director candidates. The Nominating Committee evaluates all nominees for director under the same approach whether they are recommended by stockholders or other sources.

The Nominating Committee reviews candidates for director nominees in the context of the current composition of the Board and committees of the Board, the operating requirements of the Company and the long-term interests of our stockholders. In conducting this assessment, the Nominating Committee considers the director nominee's qualifications, diversity, age, skills and such other factors as it deems appropriate given the current needs of the Board, the committees of the Board and the Company, to maintain a balance of knowledge, experience, diversity and capability. In addition, the Nominating Committee seeks candidates with significant experience in the Company's targeted markets. In the case of incumbent directors whose terms of office are set to expire, the Nominating Committee reviews such directors' overall service to the Board, the committees of the Board and the Company during their respective terms, including the number of meetings attended, level of participation, quality of performance and any other relationships and transactions that might impair such directors' independence. In the case of new director candidates, the Nominating Committee will also determine whether the nominee meets the minimum director qualifications set forth above, has at least the same level of education and experience as the Company's then-current directors, and whether such nominee is independent for NASDAQ purposes, which determination will be based upon applicable NASDAQ listing standards and applicable SEC rules and regulations. Although we do not have a formal diversity policy, when considering diversity in evaluating director nominees, the Nominating Committee focuses on whether the nominees can contribute varied perspectives, skills, experiences and expertise to the Board.

The Nominating Committee will evaluate each proposed director's candidacy, including proposed candidates recommended by security holders and recommend whether the Board should nominate such proposed director candidate for election by our stockholders.

## Stockholder Communications to the Board

Stockholders may contact an individual director, the Board as a group or a specified committee or group of directors, including the non-employee directors as a group, at the following address: Mitek Systems, Inc., 600 B Street, Suite 100, San Diego, California 92101, Attn: Board of Directors. We will receive and process communications before forwarding them to the addressee. Directors generally will not be forwarded stockholder communications that are primarily commercial in nature, relate to improper or irrelevant topics or request general information about the Company.

## Certain Relationships and Related Party Transactions

Since October 1, 2014, we have not entered into any transactions or series of transactions, and we are not currently considering any proposed transaction or series of transactions, in which the amount involved in the transaction or series of transactions exceeds the lesser of \$120,000, and in which any of our directors, executive officers or persons who we know beneficially held more than five percent of any class of our common stock, including their immediate family members, had or will have a direct or indirect material interest.

## Procedures for Approving Related Party Transactions

Under its charter, the Audit Committee is charged with reviewing and approving all potential related party transactions. All such related party transactions are then required to be reported under applicable SEC rules. Other than as may be required by the Audit Committee's charter, we have not adopted additional procedures for review of, or standards for approval of, related party transactions but instead review such transactions on a case-by-case basis.

## Non-Employee Director Compensation

For the 2016 fiscal year, our non-employee directors were compensated on a retainer-based model. We also reimburse our non-employee directors for their reasonable expenses incurred in attending Board and committee meetings. Members of the Board who are also employees of the Company receive no compensation for their services as a director.

The following table sets forth summary information concerning compensation paid or accrued for services rendered to us in all capacities to the members of the Board for the fiscal year ended September 30, 2016:

Name(1)	Fees Earned or Paid in	Stock Awards	All Other Compensation	Total Compensation
	Cash \$(2)	(3)	\$(4)	(\$)
William K. "Bill" Aulet	\$ 30,000	\$ 129,300	\$ —	\$ 159,300
Vinton P. Cunningham	\$ 32,500	\$ 129,300	\$ —	\$ 161,800
James C. Hale	\$ 30,000	\$ 129,300	\$ —	\$ 159,300
Bruce E. Hansen	\$ 40,000	\$ 129,300	\$ —	\$ 169,300
Alex W. "Pete" Hart	\$ 30,000	\$ 129,300	\$ —	\$ 159,300
John M. Thornton(5)	\$ —	\$ 129,300	\$ 357	\$ 129,657

- (1) James B. DeBello, a director, Chairman of the Board, our President and Chief Executive Officer and a named executive officer, is not included in this table as he is an employee of the Company and therefore receives no compensation for his service as a director. Mr. DeBello's compensation is included in the "Summary Compensation Table" below.
- (2) This retainer is paid on a quarterly basis.
- (3) The amounts shown under the "Stock Awards" column represent the aggregate grant date fair value of stock options granted to each non-employee director computed in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 718, *Compensation—Stock Compensation*. A discussion of the assumptions used in calculating the grant date fair value is set forth in Note 5 to our financial statements included in our Form 10-K filed with the SEC on December 9, 2016.
- (4) Represents medical, dental and group term life insurance premiums paid on behalf of Mr. Thornton for the portion of the 2016 fiscal year prior to his retirement from the Board on March 8, 2016.
- (5) Mr. Thornton retired from his position on the Board effective March 8, 2016.

## INFORMATION REGARDING OUR EXECUTIVE OFFICERS

The officers of the Company serve at the pleasure of the Board. The following table includes the names and certain information about our current executive officers:

Name	Age	Position
James B. DeBello	58	President and Chief Executive Officer and Chairman of the Board
Russell C. Clark	48	Chief Financial Officer and Secretary
Michael E. Diamond	52	Chief Revenue Officer
Jason L. Gray	46	General Counsel and Administrative Officer
Stephen J. Ritter	47	Chief Technology Officer

*Russell C. Clark*. Mr. Clark has served as our Chief Financial Officer since October 2011 and as our Secretary since February 2013. Prior to joining Mitek, from July 2006 to June 2011, Mr. Clark served in various roles, most recently Senior Vice President, Finance, at Epicor Software Corporation, a leading global provider of enterprise business software solutions for midmarket-sized companies. While at Epicor, he provided financial leadership in connection with raising growth capital, consummating acquisitions, better aligning Epicor's operating expenses with its revenues and executing the sale of Epicor to APAX Partners, a private equity firm. From August 2004 to June 2006, he served as Chief Accounting Officer at Peregrine Systems, Inc., a global provider of enterprise software for information technology service and asset management, where he provided financial leadership in connection with the successful turn-around of Peregrine and its sale to Hewlett-Packard Company. From August 2002 to August 2004, he served as Vice President, Finance and Corporate Controller of FICO (formerly Fair Isaac Corporation), a global provider of enterprise analytic software solutions and credit scores, where he was a key member of the team that consummated the merger of FICO and HNC Software Inc., a global provider of enterprise analytic software, and was responsible for integrating the operations of those companies following the merger, as well as playing a key role in other acquisitions. From January 2000 to August 2002, Mr. Clark served in various roles, including as Senior Vice President, Corporate Finance, at HNC Software. From August 1990 to January 2000, Mr. Clark began his career at PricewaterhouseCoopers LLP, where he most recently served as a senior manager in the technology industry group. Mr. Clark earned a bachelor's degree in business administration with an emphasis in accounting with highest distinction from The University of Iowa and is a certified public accountant.

*Michael E. Diamond*. Mr. Diamond has served as our General Manager—Payments since January 2016 and previously served as our Chief Revenue Officer from September 2013 to January 2016 and as our Senior Vice President, Sales and Business Development from June 2012 through September 2013. Prior to joining Mitek, from March 2008 to June 2012, Mr. Diamond served as Senior Vice President, Business Development, at Obopay Corporation, a global mobile payments company. From July 2004 to March 2008, he served as a Business Unit Executive at IBM Corporation. From January 2001 to July 2004, Mr. Diamond served as Vice President, Business and Corporate Development, at Alphablox Corporation, a provider of software for web-based enterprise analytics, and was directly involved in shaping and driving Alphablox's acquisition by IBM Corporation. From November 1999 to January 2001, Mr. Diamond served in various roles, including Senior Vice President Business Development/General Manager, Latin America and Japan, at S1 Corporation, an online financial services provider. From March 1996 to November 1999, Mr. Diamond served in various management roles, including as Director, Channel Sales, at Edify Corporation, a provider of interactive voice response and online financial services software. Mr. Diamond earned a bachelor's degree in business administration with an emphasis in international business from St. Norbert College.

*Jason L. Gray*. Mr. Gray has served as our General Counsel and Administrative Officer since March 2016. Prior to joining Mitek, Mr. Gray had served as Senior Vice President, General Counsel and Corporate Secretary of Accelrys, Inc., a software solutions provider, from May of 2013 until June of 2014 when Accelrys was acquired by Dassault Systemes. From November 2002 through May 2013, Mr. Gray served as Senior Vice President Strategic Development, General Counsel and Corporate Secretary at Mitchell International, Inc., a leading provider of property/casualty claims technology and solutions with over 30,000 customers. From November 1999 through November 2002, he served as Vice President, General Counsel and Corporate Secretary at NetRatings, Inc., helping to bring the media measurement and analysis company through a successful initial public offering. From August 1997 through November 1999, Mr. Gray served as a corporate securities attorney at Wilson Sonsini Goodrich & Rosati, the premier legal advisor to technology, life sciences and other growth enterprises worldwide. Mr. Gray started his legal career as an attorney with US Robotics Corporation from March 1996 through July 1997, which merged with 3Com Corporation. He founded Gradient Legal, Inc. in 2014 to provide legal advisory services to high-tech companies in the area of mergers and acquisitions, licensing, and litigation. He currently serves on the board of directors of Tensegrity, Inc. and OneLegacy and is a past board member of the San Diego Chapter of the Association of Corporate Counsel.

*Stephen Ritter* . Mr. Ritter has served as our Chief Technology Officer since February 2016. Prior to joining Mitek, from June 2014 to February 2016 Mr. Ritter served as Chief Technology Officer for deep learning startup Emotient, acquired by Apple January 3, 2016. From September 2013 through June 2014, Mr. Ritter was Chief Technology Officer for cloud based genomics start up Cypher Genomics which was acquired by Human Longevity Incorporated. Mr. Ritter served as Vice President Engineering for Websense, a web, data and email security company, from June 2011 through August 2013. From April 2006 through June 2011, Mr. Ritter was Senior Director of Engineering for McAfee/Intel. Mr. Ritter joined McAfee as a result of the acquisition of security startup Preventsys where he served as Vice President of Engineering from November 2000 through April of 2006. From January 2000 through October of 2002 Mr. Ritter was Principal Architect for Medunite. Prior to joining Medunite, Mr. Ritter served as Senior Professional Services Engineer for Persistence Software. Persistence Software acquired Orbisys, where Mr. Ritter was Founder and Vice President of Engineering from January 1996 through January 1998. Between 1993 and 1996 Mr. Ritter was a Software Engineer for Titan Corporation; prior to that from 1992 through 1993 Mr. Ritter was a Scientific Programmer at the Computational Neurobiology Lab at the Salk Institute. Mr. Ritter received a B.S. in Cognitive Science with an emphasis in Computer Science from the University of California San Diego in 1992 and is an inventor on nine patents.

None of our executive officers has any family relationships with any of our other executive officers or directors. There currently are no legal proceedings, and during the past 10 years there have been no legal proceedings, that are material to the evaluation of the ability or integrity of any of our executive officers.

## EXECUTIVE COMPENSATION

### Compensation Discussion and Analysis

*The following discussion and analysis of compensation arrangements of our named executive officers for the fiscal year ended September 30, 2016 should be read together with the compensation tables and related disclosures set forth below. This discussion contains forward-looking statements that are based on our current plans, considerations, expectations and determinations regarding future compensation programs. The actual amounts and forms of compensation and the compensation programs that we adopt may differ materially from currently planned programs as summarized in this discussion.*

#### **Company Highlights**

Our financial and operational performance for the fiscal year ended September 30, 2016 reflected our continued efforts to increase our top-line performance and cash flows. Our 2016 fiscal year highlights include:

- Revenues of \$34.7 million, an increase of 37% compared to revenues of \$25.4 million for the fiscal year ended September 30, 2015.
- Full-year cash flow from operations of approximately \$7.9 million, a 29% increase compared to cash flow from operations of \$6.1 million in the fiscal year ended September 30, 2015.
- Total cash and investments increased to \$35.8 million at year end, compared to \$26.7 million at the end of the fiscal year ended September 30, 2015.
- Our mobile check deposit business continued to grow. During the fiscal year 2016 the total number of financial institutions licensing our technology exceeded 5,400. All of the top 10 U.S. retail banks, and nearly all of the top 50 U.S. retail banks utilize our technology.
- We added new patents to our portfolio, bringing our total number of issued patents to 27 as of September 30, 2016. In addition, we had 16 patent applications pending as of September 30, 2016.

#### **Named Executive Officers**

As required by SEC rules, this Compensation Discussion and Analysis discusses compensation decisions with respect to (i) our Chief Executive Officer, (ii) Chief Financial Officer, (iii) the three most highly compensated executive officers other than the Chief Executive Officer and the Chief Financial Officer who were serving as executive officers at the end of the 2016 fiscal year, and (iv) up to two additional individuals for whom disclosure would have been provided pursuant to the preceding clause (iii) but for the fact that the individual was not serving as an executive officer of the Company at the end of the 2016 fiscal year. We refer to these executive officers collectively in this Compensation Discussion and Analysis and the related compensation tables as the “**named executive officers.**” For the fiscal year ended September 30, 2016, the named executive officers were:

- James B. DeBello, our President and Chief Executive Officer ( “**CEO**” );
- Russell C. Clark, our Chief Financial Officer and Secretary ( “**CFO**” );
- Michael E. Diamond, our General Manager - Payments ( “**GM**” );
- Jason L. Gray, our General Counsel and Administrative Officer ( “**GC** ”); and
- Stephen J. Ritter, our Chief Technology Officer ( “**CTO** ”).



### ***Compensation Philosophy and Objectives***

Our compensation philosophy is built upon the principles of pay for performance, shared ownership and alignment with the long-term interests of our stockholders. We believe that every aspect of our compensation programs, including the mix of short-term and long-term cash and equity payments, should enhance the Company's ability to maximize stockholder value over time. Our specific objectives consistent with that philosophy are to:

- align our executive officers' compensation with our business objectives and the interests of our stockholders;
- foster a goal-oriented, highly motivated management team whose participants have a clear understanding of our business objectives and shared corporate values; and
- enable us to attract, motivate and retain the executive talent needed to enhance stockholder value in a competitive environment.

To meet these objectives, the Compensation Committee has designed a compensation program that combines "fixed" forms of compensation, such as base salaries and certain other benefits, with "at-risk" forms of compensation, such as performance-based annual bonuses, based upon the achievement of corporate and individual goals established by the Compensation Committee, and long-term equity incentive awards, which reward increasing the long-term value of the Company. While our objectives guide the development of our compensation programs, we may alter our programs and practices according to the evolving needs of the Company, within the constraints of any agreements in place with individual employees.

### **Process for Establishing Compensation**

#### *Role of the Compensation Committee and Executive Officers*

The current members of the Compensation Committee are Messrs. Hart, Hale and Aulet. Each of these individuals qualifies as (i) an "independent director" under the requirements of NASDAQ listing rules, (ii) a "non-employee director" under Rule 16b-3 of the Exchange Act and (iii) an "outside director" under Section 162(m). The Compensation Committee is responsible for monitoring the performance and compensation of our named executive officers, reviewing compensation plans and administering our incentive plans.

The Compensation Committee operates under a written charter and is responsible for annually reviewing and approving the amount and form of compensation of our CEO and making recommendations to the Board with respect to the amount and form of compensation of our other executive officers. The Compensation Committee considers recommendations from Mr. DeBello, our President and CEO, in determining executive compensation. Specifically, our CEO recommends base salary increases, equity award levels and the performance goals that are used in our annual bonus program and advises the Compensation Committee regarding the compensation program's ability to attract, retain and motivate executive talent. The Compensation Committee has and exercises the ability to materially increase or decrease the compensation amounts recommended by our CEO. Our CEO is also involved in our executive compensation process by providing input on the performance targets for our annual bonus program, including the relative weight to be assigned to each performance target. Our Compensation Committee routinely meets in executive session, and our CEO is not permitted to attend during sessions of the Compensation Committee and sessions of the Board where decisions are made regarding his compensation. The Compensation Committee, by resolution passed by a majority of the committee, has the authority to designate one or more subcommittees, which subcommittee, to the extent not limited by applicable law or the NASDAQ listing standards, may have and exercise all the powers and authority of the Compensation Committee.

The Compensation Committee also considers the input of our compensation consultant, Barney & Barney LLC (the "**Compensation Consultant**"), a consulting firm selected by the Compensation Committee (see below under the heading "Role of the Compensation Consultant"). Although the Compensation Committee considers the input of our CEO and the Compensation Consultant, it is not bound by such recommendations, and the Compensation Committee's determinations with respect to all executive compensation are submitted to the Board for final approval.

#### *Role of the Compensation Consultant*

In designing compensation programs and determining compensation levels for our named executive officers for the 2016 fiscal year, the Compensation Committee retained the services of the Compensation Consultant to formulate a report and make recommendations to the Compensation Committee regarding our compensation programs and executive compensation levels. The Chairman of the Compensation Committee worked directly with the Compensation Consultant to determine the scope of the work needed to assist the Compensation Committee in its decision-making processes. The Compensation Committee has assessed the independence of the Compensation Consultant and determined that no conflict of interest exists under the rules established by the SEC. The Compensation Committee reviews the independence of its advisors annually. In connection with its engagement, the Compensation Consultant provided the Compensation Committee with benchmark comparative data for our named executive officers with respect to base

salaries, target and actual total cash compensation levels, long-term incentive values, and total direct compensation. In making compensation decisions for the 2016 fiscal year, the Compensation Committee compared each element of total direct compensation against a peer group of 23 publicly traded companies in the technology industry, with an emphasis on application software, public payments, banking and mobile software applications against which the Compensation Committee believes we compete in the market for executive talent. We collectively refer to this group as the "Compensation Peer Group." The pay data for this group was analyzed by the Compensation Consultant using each company's recent public filings. This Compensation Peer Group was used, when available, for all executive officers, including our named executive officers. We generally select companies with the following criteria for the Compensation Peer Group: less than \$200 million in annual revenues, less than 750 employees and between \$100 million and \$750 million in market capitalization. The following is a list of the 23 companies comprising our Compensation Peer Group for the 2016 fiscal year:

Amber Road, Inc.	GSI Technology, Inc.	Planet Payment, Inc.
American Software, Inc.	Guidance Software, Inc.	Pros Holdings, Inc.
Aware, Inc.	Immersion Corporation	RadiSys Corporation
Bazaarvoice, Inc.	Imprivata, Inc.	Sapiens International Corporation, N.V.
Brightcove Inc.	Jive Software, Inc.	Telenav, Inc.
Carbonite, Inc.	Model N, Inc.	Xactly Corporation
Digimarc Corporation	NVE Corporation	Zix Corporation
Glu Mobile Inc.	PDF Solutions, Inc.	

The Compensation Committee used the peer group data provided by the Compensation Consultant to make the initial determination of the competitiveness of total direct compensation for each executive. Our Compensation Committee makes adjustments down or up from such market-based determination based on its comprehensive assessment of retention risk for each executive, based in part on input from our CEO with regard to the positions that report to him.

### ***Components of Executive Compensation***

The Company's executive compensation program consists of the following elements:

- base salary;
- annual bonuses;
- equity-based incentives;
- other benefits; and
- severance and change of control plans.

### ***Base Salary***

We provide a base salary to our named executive officers and other employees to compensate them for services rendered on a day-to-day basis during the fiscal year. Base salary will typically be used to recognize the experience, skills, knowledge and responsibilities required of each named executive officer, and should reflect individual performance related to our overall financial performance as well as competitive practice. Salary reviews are typically performed annually in conjunction with performance reviews.

Generally, the initial base salaries of our executive officers are established through arm's-length negotiation at the time the individual executive officer is hired, taking into account his or her qualifications, experience and prior salary level. Thereafter, the Compensation Committee reviews and recommends adjustments, as necessary or appropriate, to the base salaries of our executive officers to the Board on an annual basis.

The Compensation Committee typically targets named executive officers' salaries at a level that is near the median of salaries of executives with similar roles at comparable companies. The Compensation Committee believes that the median for base salaries is the minimum cash compensation level that would allow us to attract and retain talented executives.

All employees' base salaries are reviewed annually for possible merit increases taking into account the criteria referenced above, but merit increases are not automatic or guaranteed.

In November 2015, based on the recommendation of the Compensation Committee, the Board approved a five percent increase in the base salary for Messrs. DeBello and Clark and a 7.7% increase in the base salary for Mr. Diamond for the 2016 fiscal year, consistent with market trends and practices. The following table sets forth information regarding base salaries approved by the Board for the 2016 fiscal year for our named executive officers :

Named Executive Officer	2016 Base Salary	
James B. DeBello	\$	441,952
Russell C. Clark	\$	275,701
Michael E. Diamond	\$	200,000
Jason L. Gray	\$	260,000 (1)
Stephen J. Ritter	\$	265,000 (1)

(1) Reflects the annualized base salary of the named executive officer. The named executive officer was appointed to his position during the 2016 fiscal year, and accordingly, cash salary actually paid to the named executive officer was less than the annualized base salary.

#### *Annual Bonus*

Our annual bonus plan is one of the key components of the “at-risk” compensation we offer to our executives. We utilize our annual bonus plan to reward performance achievements with a time horizon of one year or less and such plan is intended to motivate and reward our executives for their contributions toward meeting longer-term corporate financial and strategic goals and to align the interests of such executives with those of our stockholders.

In developing our annual bonus plan, the Compensation Committee sets targets which it believes reflect the business conditions within our industry and are consistent with achieving our short- and long-term goals. The target achievement levels for our executives with respect to the applicable performance metrics are based on the Board-approved operating plan, which reflects the Company’s target performance for the upcoming fiscal year, and such targets are calibrated such that they are challenging enough to require strong and consistent effort by the executives in order to be achieved.

In November 2015, the Board, based upon the recommendation of the Compensation Committee, approved the Company’s executive bonus program for the fiscal year ended September 30, 2016 (the “**2016 Bonus Plan**”). Pursuant to the terms of the 2016 Bonus Plan, certain of the Company’s executives were eligible to receive cash bonuses based upon the achievement of certain corporate and individual performance goals during the 2016 fiscal year.

The Compensation Committee reviewed each executive’s bonus target as a percentage of their base salary. As part of this review, the bonus target for our CEO remained at 80% of his annualized salary, the bonus target for our CFO remained at 50% of his annualized salary and the bonus target for our CRO (now our GM) remained at 100% of his annualized salary. For our CEO, the 2016 Bonus Plan provided that up to 75% of the bonus target would be based upon the Company’s revenue and non-GAAP net income performance and the remaining 25% of the bonus target would be based upon achievement of certain individual performance goals determined by our Board. For our CFO the 2016 Bonus Plan provided that up to 75% of the bonus target would be based upon the Company’s revenue and non-GAAP net income performance and the remaining 25% of the bonus target would be based upon achievement of certain individual performance goals determined by our CEO. The maximum bonus payable to each executive under the 2016 Bonus Plan was 150% of their respective bonus targets. Our CTO and GC joined the Company mid-year, and thus were not participants in the 2016 Bonus Plan, but were awarded cash bonuses by the Board, based on the recommendations of the Compensation Committee, consistent with the targets and criteria set forth in the 2016 Bonus Plan, in each case pro-rated to reflect the portion of the year during which they served in their respective positions .

In making its determination with respect to the achievement of performance objectives, the Compensation Committee considers our CEO's recommendations with respect to the performance of his direct reports against their individual performance objectives. Following the end of the 2016 fiscal year, the Compensation Committee assessed the Company's performance against the corporate performance component and determined that the Company had achieved 110.3% of its revenue plan and 147.8% of its non-GAAP net income plan. Accordingly, after taking into account the named executive officers' performance against their respective individual performance goals, the Compensation Committee awarded the following annual bonus amounts, which amounts were paid in November 2016:

Named Executive Officer	2016 Bonus Target (as a percentage of base salary)	2016 Bonus Target (base salary * target %)(2)	2016 Bonus
James B. DeBello	80%	\$ 353,562	\$ 428,071 (1)
Russell C. Clark	50%	137,851	161,443
Michael E. Diamond	100%	200,000	216,802
Jason L. Gray	30%(3)	78,000	52,807 (4)
Stephen J. Ritter	40%(3)	106,000	79,246 (4)

- (1) Includes \$414,071 bonus earned under the 2016 Bonus Plan and \$14,000 additional bonus awarded by the Board, based on the recommendation of the Compensation Committee, on a discretionary basis.
- (2) Reflects the annualized target bonus of the named executive officer.
- (3) The named executive officer was not a participant in the 2016 Bonus Plan, and accordingly, did not have a 2016 bonus target set forth therein. The bonus target, as a percentage of base salary, set forth above was determined by the Board, based on the recommendations of the Compensation Committee, consistent with the bonus targets assigned to participants in the 2016 Bonus Plan based on the named executive officer's role with the Company.
- (4) Reflects the pro rated bonus awarded to the named executive officer based upon the portion of the 2016 fiscal year during which the named executive officer served

#### *Equity-Based Incentives*

Our long-term equity-based incentives are another key component of our "at-risk" compensation package and are intended to reward longer-term performance and to help align the interests of our executive officers with those of our stockholders. We believe that long-term performance is achieved through an ownership culture that rewards performance by our executive officers through the use of equity incentives.

Equity-based incentives are granted to our executive officers under the 2012 Plan. Stock options granted under the 2012 Plan generally vest as to 25% of the shares on the one-year anniversary of the date of grant and thereafter in equal monthly installments over a period of three years. RSUs granted under the 2012 Plan may be issued for nominal or no cost and may be granted in consideration of the recipient's past or future services performed for the Company. RSUs generally vest in equal annual installments over a period of four years from the date of grant.

Typically, the size and form of the initial equity awards for our executive officers is established through arm's-length negotiation at the time the individual executive officer is hired. In formulating these awards, the Compensation Committee considers, among other things, the prospective role and responsibility of the executive officer, the amount of equity-based compensation held by the executive officer at his or her former employer, the cash compensation received by the executive officer, the Compensation Committee's sense of the competitive market for similar positions (based on input from the Compensation Consultant), and the need to create a meaningful opportunity for reward predicated on the creation of long-term stockholder value. Thereafter, the Compensation Committee reviews the equity holdings of our executive officers annually and periodically recommends to the Board, based on input from the Compensation Consultant, the grant of equity awards in the form of stock options and/or RSUs to our executive officers to ensure that their overall equity position was consistent with our compensation objectives.

On November 6, 2015, Messrs. DeBello, Clark and Diamond were granted annual equity incentive awards, based in part on the performance of the Company during the year ended September 30, 2015 and based on input from the Compensation Consultant. Mr. Ritter and Mr. Gray joined the Company in February 2016 and April 2016, respectively, and were each granted equity incentive awards in connection with their initiation of employment. The following table sets forth the number of equity awards granted.

<b>Named Executive Officer</b>	<b>Restricted Stock Units</b>
James B. DeBello	200,000
Russell C. Clark	150,000
Michael E. Diamond	100,000
Jason L. Gray	80,000
Stephen J. Ritter	125,000

#### *Other Benefits*

We maintain a 401(k) plan that allows participating employees to contribute a percentage of their salary, subject to Internal Revenue Service annual limits, on a pre-tax basis pursuant to a cash or deferred arrangement under Section 401(k) of the Code. The Company did not make matching contributions to the plan for the fiscal year ended September 30, 2014. The Company did make matching contributions to the plan for the fiscal year ended September 30, 2015 and intends to make matching contributions to the plan for the fiscal year ended September 30, 2016.

In addition, we provide health care, dental, vision and life insurance, employee assistance plans, long-term disability and accidental death and dismemberment benefits to all full-time employees, including our named executive officers. These benefits are available to all employees, subject to applicable laws. We believe these benefits are consistent with benefits of companies with which we compete for employees.

#### *Severance and Change of Control Plans*

The Compensation Committee provides our executives with severance and change of control protection when it determines that such protection is necessary to attract or retain an executive. Under the terms of their respective executive severance and change of control plans, each named executive officer is entitled to receive certain severance payments and benefits in the event that he is terminated without cause or resigns for good reason and/or is terminated in connection with a change of control of the Company, subject in all cases to certain conditions. The severance payments and benefits that are payable under these plans are further described below in the section entitled "Potential Payments Upon Termination or Change of Control."

#### *Executive Compensation for the 2017 Fiscal Year*

##### *Components of Executive Compensation*

**Base Salary.** Based on input from the Compensation Consultant, the Compensation Committee recommended and the Board approved increases in the base salaries for each of our named executive officers for the 2017 fiscal year ranging from 1.6% to 3.0% of their respective 2016 base salaries, consistent with market trends and practices.

<b>Named Executive Officer</b>	<b>2017 Base Salary</b>
James B. DeBello	\$ 450,000
Russell C. Clark	\$ 280,000
Michael E. Diamond	\$ 206,000
Jason L. Gray	\$ 267,800
Stephen J. Ritter	\$ 272,950

**Annual Bonus.** On November 16, 2016, the Board, based upon the recommendation of the Compensation Committee, approved the Company's executive bonus program for the fiscal year ending September 30, 2017 (the "**2017 Bonus Plan**"). Pursuant to the terms of the 2017 Bonus Plan, the Company's CEO and CFO will be eligible to receive cash bonuses based upon the achievement of certain corporate and individual performance goals during the 2017 fiscal year. The bonus targets under the 2017 Bonus Plan are consistent with the 2016 Bonus Plan, with our CEO having a bonus target equal to 80% of his annualized salary and our CFO having a bonus target equal to 50% of his annualized salary. Up to 75% of the bonus target for both the CEO and CFO is based upon achievement of two financial metrics (revenue and non-GAAP net income) and the remaining 25% of the bonus target is based upon achievement of certain individual performance goals. In addition, our GM will be eligible to receive a cash bonus equal to up to 100% of his annualized salary, with up to 87.5% of the bonus target based upon achievement of two financial metrics (revenue and non-GAAP net

income) and the remaining 12.5% of the bonus target based upon achievement of certain individual performance goals. The GM's bonus will be paid quarterly. The maximum bonus payable to each of the Company's CEO, CFO and GM is 150% of their respective bonus targets.

*Equity-Based Incentives.* On November 16, 2016, the Board, based upon the recommendation of the Compensation Committee, approved the following RSU grants for the fiscal year ending September 30, 2017: Mr. DeBello—150,000 shares; Mr. Clark—60,000 shares; Mr. Diamond—30,000 shares; Mr. Gray—15,000 shares; and Mr. Ritter—100,000 shares.

*Long-Term Equity Incentives.* Subject to obtaining the approval of our stockholders, our Board has approved the 2012 Plan Amendment and Restatement, which provides for the Initial Grants of Senior Executive Performance RSUs to be made under the 2012 Plan to Messrs. DeBello, Clark and Ritter. If the 2012 Plan Amendment and Restatement is approved, other of our named executive officers may also receive Senior Executive Performance RSUs under the Restated 2012 Plan at any time prior to March 1, 2018. Senior Executive Performance RSUs under the Restated 2012 Plan will vest based on achievement of certain stock price appreciation objectives set forth in the Restated 2012 Plan. For more information, see "Proposal No. 2—Approval of the Amendment and Restatement of the Mitek Systems, Inc. 2012 Incentive Plan."

#### ***Tax Considerations***

Section 162(m) generally disallows a tax deduction for compensation in excess of \$1.0 million paid to certain named executive officers. Qualifying performance-based compensation is not subject to the deduction limitation if specified requirements are met. We generally intend to structure the performance-based portion of our executive compensation, when feasible, to comply with exemptions in Section 162(m) so that the compensation remains tax deductible to us. However, the Board may, in its judgment, authorize compensation payments that do not comply with the exemptions in Section 162(m) when it believes that such payments are appropriate to attract and retain executive talent.

#### ***Risks Related to Compensation Policies and Practices***

The Compensation Committee has considered whether the Company's overall compensation program for its employees creates incentives for employees to take excessive or unreasonable risks that could materially harm the Company. We believe that several features of our compensation policies for management employees appropriately mitigate such risks, including a mix of long- and short-term compensation incentives that we believe is properly weighted and the uniformity of compensation policies across the Company, which the Compensation Committee regards as setting an appropriate level of risk taking for the Company. We also believe the Company's internal legal and financial controls appropriately mitigate the probability and potential impact of an individual employee committing the Company to a harmful long-term business transaction in exchange for short-term compensation benefits.

#### ***Hedging Prohibition***

As part of our insider trading policy, without the prior approval of our CFO, our executives and directors are prohibited from short selling and buying or selling puts and calls on our securities, and from engaging in hedging, forward sale and other similar derivative transactions of our securities.

## Summary Compensation Table

The following table sets forth certain information regarding the compensation earned by each of our named executive officers during the fiscal years ended September 30, 2016, 2015 and 2014:

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)(1)	Option Awards (\$)(1)	Non-Equity Incentive Plan Compensation (\$)(2)	All Other Compensation (\$)(3)	Total Compensation (\$)
James B. DeBello <i>President &amp; CEO</i>	2016	441,952	14,000 (4)	862,000	—	414,071	516	1,746,539
	2015	420,909	—	—	499,850	384,082	1,290	1,306,131
	2014	402,240	4,250 (5)	564,349	—	326,918	774	1,298,531
Russell C. Clark <i>Chief Financial Officer</i>	2016	275,701	—	646,500	—	161,443	180	1,083,824
	2015	262,573	—	—	399,880	149,768	450	812,671
	2014	236,777	—	198,067	—	106,434	270	541,548
Michael E. Diamond <i>General Manager</i>	2016	200,000	—	431,000	—	216,802	345	848,147
	2015	185,657	—	—	299,910	206,263	690	692,520
	2014	178,796	—	298,883	—	201,916	345	679,940
Jason L. Gray <i>General Counsel and Administrative Officer</i>	2016	152,000 (6)	52,807 (7)	515,200	—	—	379	720,386
Stephen J. Ritter <i>Chief Technology Officer</i>	2016	171,231 (6)	79,246 (7)	605,750	—	—	406	856,633

- (1) The amounts shown under the “Stock Awards” column and the “Option Awards” column represent the aggregate grant date fair value of RSUs and option awards, respectively, granted to each named executive officer in the year indicated, computed in accordance with FASB ASC Topic 718, *Compensation—Stock Compensation*. A discussion of the assumptions used in calculating the grant date fair value is set forth in Note 5 to our financial statements included in our Form 10-K filed with the SEC on December 9, 2016.
- (2) The amounts shown under the “Non-Equity Incentive Plan Compensation” column represents (a) annual cash bonuses earned by Messrs. DeBello and Clark pursuant to the 2016 Bonus Plan and (b) quarterly cash bonuses earned by Mr. Diamond pursuant to the 2016 Bonus Plan.
- (3) Represents group term life insurance premiums paid on behalf of our named executive officers in the fiscal years ended September 30, 2016, 2015 and 2014, unless otherwise noted.
- (4) Represents a discretionary bonus awarded to the named executive officer by the Board, based on recommendations of the Compensation Committee, outside the terms of the 2016 Bonus Plan with respect to the named executive officer’s service to the Company during the 2016 fiscal year.
- (5) Represents a bonus of \$4,250 with respect to a patent we filed in the 2014 fiscal year.
- (6) Represents the portion of the named executive officers base salary earned during the portion of the 2016 fiscal year during which the named executive officer commenced his employment with the Company (February 2016, in the case of Mr. Ritter, and April 2016, in the case of Mr. Gray.)
- (7) Represents a discretionary bonus awarded to the named executive officer with respect to the named executive officer’s service to the Company during the 2016 fiscal year. The named executive officer joined the Company during the 2016 fiscal year, and thus was not a participant in the 2016 Bonus Plan, but was awarded this discretionary bonus by the Board, based on recommendations of the Compensation Committee, consistent with the targets and criteria set forth in the 2016 Bonus Plan, pro-rated to reflect the portion of the year during which the named executive officer served in his position.

## Grants of Plan-Based Awards

The following table sets forth information regarding grants of plan-based awards to each of our named executive officers during the fiscal year ended September 30, 2016:

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards(1)			All Other Stock Awards: (# of shares)(2)	Grant Date Fair Value of Stock and Option Awards(3)
		Threshold (\$)	Target (\$)	Maximum (\$)		
James B. DeBello	11/16/15	\$ 212,137	\$ 353,562	\$ 530,342	—	—
	11/16/15	—	—	—	200,000	\$ 862,000
Russell C. Clark	11/16/15	\$ 82,710	\$ 137,851	\$ 413,551	—	—
	11/16/15	—	—	—	150,000	\$ 646,500
Michael E. Diamond	11/16/15	\$ 50,000	\$ 200,000	\$ 300,000	—	—
	11/16/15	—	—	—	100,000	\$ 431,000
Jason L. Gray	04/26/16	—	—	—	80,000	\$ 515,200
Stephen J. Ritter	02/10/16	—	—	—	100,000	\$ 429,000
	08/03/16	—	—	—	25,000	\$ 176,750

- (1) Messrs. DeBello, Clark and Diamond were participants in the 2016 Bonus Plan and were eligible to receive cash bonuses based upon the achievement of certain corporate performance goals as described in the “Compensation Discussion and Analysis” section of this Proxy Statement.
- (2) RSUs vest in equal annual installments over a period of four years from the date of grant.
- (3) The amounts disclosed in the “Grant Date Fair Value of Stock and Option Awards” column are equal to the aggregate grant date fair value of each RSU and stock option award computed in accordance with ASC Topic 718. A discussion of the assumptions used in calculating the grant date fair value is set forth in Note 5 to our financial statements included in our Form 10-K filed with the SEC on December 9, 2016.

## Narrative Discussion of Summary Compensation Table and Grants of Plan-Based Awards Table

For a narrative discussion of the Summary Compensation Table and the Grants of Plan-Based Awards table, see the footnotes to the tables as well as the Compensation Discussion and Analysis. In addition, below is a description of the material compensation-related terms of all employment arrangements in effect during the fiscal year ended September 30, 2016 with our named executive officers, including annual base salaries during the fiscal year ended September 30, 2016. For a description of the payments and benefits that would be provided to our named executive officers in connection with a termination of their employment or a change of control, see the section below entitled “Potential Payments Upon Termination or Change of Control”.

### *James B. DeBello*

Other than as described below under the section entitled “Potential Payments Upon Termination or Change of Control,” we do not have a separate employment agreement with our CEO, Mr. DeBello.

### *Russell C. Clark*

In October 2011, we entered into a letter agreement with Russell C. Clark, our CFO. Mr. Clark’s current annual base salary is \$280,000, and he is eligible to participate in the Company’s annual bonus plan, 401(k) plan and health, disability, insurance and other plans made available generally to our other salaried employees. Mr. Clark is also entitled to receive certain severance payments and benefits in the event that his employment is terminated by us without cause, by him for good reason or in connection with a change of control, as discussed below under the section entitled “Potential Payments Upon Termination or Change of Control.”

### *Michael E. Diamond*

In June 2012, we entered into a letter agreement with Michael E. Diamond, our GM. Mr. Diamond’s current annual base salary is \$206,000 and he is eligible to participate in the Company’s annual bonus plan, 401(k) plan and health, disability, insurance and other plans made available generally to our other salaried employees. Mr. Diamond is also entitled to receive certain severance payments and benefits in the event that his employment is terminated by us without cause or by him for good reason in connection with a change of control, as discussed below under the section entitled “Potential Payments Upon Termination or Change of Control.”



***Jason L Gray***

In March 2016, we entered in to a letter agreement with Jason L. Gray, our GC (the “**Gray Offer Letter**”). Mr. Gray’s current annual base salary is \$267,800 and he is eligible to participate in the Company’s annual bonus plan, 401(k) plan and health, disability, insurance and other plans made available generally to our other salaried employees. Mr. Gray will also be entitled to receive certain severance payments and benefits in the event that his employment is terminated by us without cause, by him for good reason or in connection with a change of control, the details of which will be set forth in an executive severance and change of control plan to be entered into between the Company and Mr. Gray, as discussed below under the section entitled “Potential Payments Upon Termination or Change of Control.”

***Stephen J. Ritter***

In January 2016, we entered in to a letter agreement with Stephen J. Ritter, our CTO. Mr. Ritter’s current annual base salary is \$272,950 and he is eligible to participate in the Company’s annual bonus plan, 401(k) plan and health, disability, insurance and other plans made available generally to our other salaried employees.

## Outstanding Equity Awards at Fiscal Year-End

The following table sets forth the outstanding equity awards held by our named executive officers as of September 30, 2016:

### Outstanding Equity Awards at Fiscal Year-End

Name and Principal Position	Option Awards					Stock Awards	
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards Number of Securities Underlying Unexercised Unearned Options	Option Exercise Price (\$)	Option Expiration Date(1)	Number of Shares or Units of Stock Not Yet Vested	Market Value of Shares or Units of Stock That Have Not Vested(2)
James B. DeBello	250,000	—	—	\$ 0.79	02/24/20	—	—
<i>President &amp; CEO</i>	356,830 (3)	—	—	2.60	11/15/20	—	—
	100,000 (4)	—	—	11.05	02/22/22	—	—
	71,875 (5)	3,125	—	2.34	11/16/22	—	—
	—	—	—	—	—	53,748 (6)	\$ 445,571
	114,583 (7)	135,417	—	2.66	11/04/24	—	—
	—	—	—	—	—	200,000 (12)	1,658,000
Russell C. Clark	200,000 (8)	—	—	\$ 9.97	10/11/21	—	—
<i>Chief Financial Officer</i>	50,000 (9)	—	—	11.05	02/22/22	—	—
	5,469 (5)	1,563	—	2.34	11/16/22	—	—
	—	—	—	—	—	1,250	\$ 10,363
	—	—	—	—	—	18,864 (6)	156,383
	25,000 (7)	108,334	—	2.66	11/04/24	—	—
	—	—	—	—	—	150,000 (12)	1,243,500
Michael E. Diamond	14,584 (11)	—	—	\$ 3.89	06/29/22	—	—
<i>General Manager</i>	9,583 (5)	417	—	2.34	11/16/22	—	—
	—	—	—	—	—	28,466 (6)	\$ 235,983
	59,159 (7)	81,250	—	2.66	11/04/24	—	—
	—	—	—	—	—	100,000 (12)	829,000
Jason L. Gray	—	—	—	—	—	80,000 (13)	\$ 663,200
<i>General Counsel &amp; Administrative Officer</i>							
Stephen J. Ritter	—	—	—	—	—	100,000 (14)	\$ 829,000
<i>Chief Technology Officer</i>	—	—	—	—	—	25,000 (15)	207,250

- (1) The option awards expire 10 years from the date of grant, subject to earlier expiration in connection with a termination of employment.
- (2) The closing price of our common stock on the NASDAQ Capital Market as of September 30, 2016 was \$8.29 per share.
- (3) The shares subject to the option award vested in equal monthly installments from November 15, 2010, the date of grant, and were fully vested on November 15, 2015.
- (4) The shares subject to the option award vested over a period of four years from February 22, 2012, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal monthly installments, and were fully vested on February 22, 2016.
- (5) The shares subject to the option award vested over a period of four years from November 16, 2012, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal monthly installments, and were fully vested on November 16, 2016.
- (6) The shares subject to the RSU award vest over a period of four years from November 5, 2013, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal annual installments, and will be fully vested on November 5, 2017.
- (7) The shares subject to the option award vest over a period of four years from November 4, 2014, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal monthly installments, and will be fully vested on November 4, 2018.

- (8) The shares subject to the option award vested in equal monthly installments from October 11, 2011, the date of grant, and were fully vested on October 11, 2014.
- (9) The shares subject to the option award vested in equal monthly installments from February 22, 2012, the date of grant, and were fully vested on February 22, 2015.
- (10) The shares subject to the RSU award vested over a period of four years from November 16, 2012, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal annual installments, and were fully vested on November 16, 2016.
- (11) The shares subject to the option award vested over a period of four years from June 29, 2012, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal monthly installments, and were fully vested on June 29, 2016.
- (12) The shares subject to the RSU award vest over a period of four years from November 6, 2015, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal annual installments, and will be fully vested on November 6, 2019.
- (13) The shares subject to the RSU award vest over a period of four years from April 26, 2016, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal annual installments, and will be fully vested on April 26, 2020.
- (14) The shares subject to the RSU award vest over a period of four years from February 10, 2016, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal annual installments, and will be fully vested on February 10, 2020.
- (15) The shares subject to the RSU award vest over a period of four years from August 3, 2016, the date of grant, with 25% of the shares subject to the award vesting on the first anniversary of the date of grant and thereafter in equal annual installments, and will be fully vested on August 3, 2020.

### Option Exercises and Stock Vested

The following table sets forth information regarding exercise of option awards and vesting of shares underlying RSUs for our named executive officers for the fiscal year ended September 30, 2016:

Name and Principal Position	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise	Value Realized on Exercise(1)	Number of Shares Acquired on Vesting	Value Realized on Vesting(2)
James B. DeBello	—	\$ —	8,334	\$ 43,670
	—	—	26,874 (3)	92,447
	89,247	621,159	—	—
	59,091	414,228	—	—
Russell C. Clark	—	—	1,250 (4)	5,388
	—	—	9,432 (5)	32,446
	—	—	4,167 (6)	21,835
	66,666	359,996	—	—
	30,468	174,277	—	—
Michael E. Diamond	—	—	6,250 (7)	44,313
	—	—	14,232 (8)	48,958
	9,591	51,983	—	—
	84,409	353,674	—	—
	76,007	316,949	—	—
Jason L. Gray	—	—	—	—
Stephen J. Ritter	—	—	—	—

- (1) The value realized equals the number of shares acquired on exercise multiplied by the difference between the per share closing price of the Company's common stock on the date of exercise and the per share exercise price of the option.
- (2) The value realized equals the number of shares vested multiplied by the per share closing price of the Company's common stock on the date of vesting.
- (3) Includes 9,050 shares tendered to us for payment of payroll tax obligations.
- (4) Includes 481 shares tendered to us for payment of payroll tax obligations.
- (5) Includes 3,180 shares tendered to us for payment of payroll tax obligations.
- (6) Includes 1,827 shares tendered to us for payment of payroll tax obligations.
- (7) Includes 3,115 shares tendered to us for payment of payroll tax obligations.
- (8) Includes 4,466 shares tendered to us for payment of payroll tax obligations.

## Potential Payments Upon Termination or Change of Control

### *James B. DeBello*

On February 28, 2011, we entered into an Executive Severance and Change of Control Plan with James B. DeBello, our President and Chief Executive Officer (the “**DeBello Severance Plan**”).

Under the terms of the DeBello Severance Plan, if we terminate Mr. DeBello’s employment without Cause (as defined below) or if Mr. DeBello terminates his employment for Good Reason (as defined below), Mr. DeBello will be entitled to receive: (i) a lump-sum cash amount equal to his then-current annual base salary; (ii) a lump-sum cash amount equal to 12 months of premium payments for continuation coverage under the Company’s health plans; and (iii) accelerated vesting of 50% of all outstanding equity awards then held by Mr. DeBello.

In addition, the DeBello Severance Plan provides that in the event of a Change of Control (as defined below) of the Company, Mr. DeBello will be entitled to receive: (i) a cash amount equal to two times his then-current annual base salary, payable in accordance with the terms of the DeBello Severance Plan; and (ii) accelerated vesting of 100% of all outstanding equity awards then held by Mr. DeBello. If Mr. DeBello is terminated without Cause or terminates his employment for Good Reason at any time within two months prior to or 24 months following a Change of Control, Mr. DeBello will be entitled to receive a lump-sum cash amount equal to 24 months of premium payments for continuation coverage under the Company’s health plans. As of September 30, 2016, no such termination or Change of Control event had occurred that required the Company to make an accrual related to the DeBello Severance Plan in the financial statements included in the Form 10-K.

The timing of severance payments and benefits under the DeBello Severance Plan may be deferred to avoid incurring additional taxes and penalties pursuant to Section 409A. The DeBello Severance Plan also provides that such severance payments and benefits are generally subject to certain gross-up provisions in the event that they are characterized as “excess parachute payments” within the meaning of Section 280G.

### *Russell C. Clark*

On October 11, 2011, we entered into an Executive Severance and Change of Control Plan (the “**Clark Severance Plan**”) with Russell C. Clark, our CFO.

The Clark Severance Plan provides that if we terminate Mr. Clark’s employment without Cause or if Mr. Clark terminates his employment for Good Reason, he will be entitled to receive: (i) a lump-sum cash amount equal to his then-current annual base salary; (ii) a lump-sum cash amount equal to 12 months of premium payments for continuation coverage under the Company’s health plans; and (iii) accelerated vesting of 50% of all outstanding equity awards then held by Mr. Clark. If Mr. Clark is terminated without Cause or terminates his employment for Good Reason at any time within two months prior to a Change of Control, he will be entitled to receive the benefits set forth above, except that his outstanding equity awards will vest 100%.

In addition, the Clark Severance Plan provides that in the event of a Change of Control of the Company, Mr. Clark will be entitled to receive: (i) a cash amount equal to his then-current annual base salary, payable in accordance with the terms of the Clark Severance Plan; and (ii) accelerated vesting of 100% of all outstanding equity awards then held by Mr. Clark. In addition, if Mr. Clark is terminated without Cause or terminates his employment for Good Reason at any time within 24 months following a Change of Control, Mr. Clark will be entitled to receive a lump-sum cash amount equal to 12 months of premium payments for continuation coverage under the Company’s health plans.

The timing of severance payments and benefits under the Clark Severance Plan may be deferred to avoid incurring additional taxes and penalties pursuant to Section 409A. The Clark Severance Plan also provides that such severance payments and benefits are generally subject to certain gross-up provisions in the event that they are characterized as “excess parachute payments” within the meaning of Section 280G.

### *Michael E. Diamond*

On June 27, 2012, we entered into an Executive Change of Control Plan (the “**Diamond Severance Plan**”) with Michael E. Diamond, our GM.

The Diamond Severance Plan provides that if we terminate Mr. Diamond's employment without Cause or if Mr. Diamond terminates his employment for Good Reason, in each case within 12 months after the consummation of a Change of Control of the Company, he will be entitled to receive: (i) a lump-sum cash amount equal to his then-current annual base salary; (ii) a cash payment, for a period of up to 12 months following the effective date of termination, equal to the amount of premium payments for continuation coverage under the Company's health plans; and (iii) accelerated vesting of all outstanding equity awards then held by Mr. Diamond, and all such equity awards shall remain exercisable for a period of 90 days from the date of such termination of employment.

*Jason L Gray*

Pursuant to the Gray Offer Letter, the Company intends to enter into an Executive Change of Control Plan (the "**Gray Severance Plan**") with Jason L. Gray, our GC, which is expected to provide that if we terminate Mr. Gray's employment without Cause or if Mr. Gray terminates his employment for Good Reason, he will be entitled to receive: (i) a lump-sum cash amount equal to 50% his then-current annual base salary; and (ii) a lump-sum cash amount equal to 6 months of premium payments for continuation coverage under the Company's health plans.

In addition, the Gray Severance Plan is expected to provide that if we terminate Mr. Gray's employment without Cause or if Mr. Gray terminates his employment for Good Reason, in each case within two months before or 12 months after the consummation of a Change of Control of the Company, he will be entitled to receive: (i) a cash amount equal to 50% of his then-current annual base salary; (ii) a lump-sum cash amount equal to six months of premium payments for continuation coverage under the Company's health plans; and (iii) accelerated vesting of 100% of all outstanding equity awards then held by Mr. Gray.

The timing of severance payments and benefits under the Gray Severance Plan may be deferred to avoid incurring additional taxes and penalties pursuant to Section 409A.

While the Company intends to enter into the Gray Severance Plan as described above, the Gray Severance Plan has not yet been finalized or executed and remains subject to approval by the Board.

For purposes of each of the foregoing severance plans:

- "*Cause*" generally means: (i) any material failure on the part of the executive to faithfully and professionally carry out his duties, subject to a 10-day cure period; (ii) the executive's dishonesty or other willful misconduct, if such dishonesty or other willful misconduct is intended to or likely to materially injure the business of the Company; (iii) the executive's conviction of any felony or of any other crime involving moral turpitude; (iv) the executive's insobriety or illegal use of drugs, chemicals or controlled substances in the course of performing his duties and responsibilities or otherwise materially affecting his ability to perform the same; and (v) any wanton or willful dereliction of duties by the executive.
- "*Good Reason*" generally means: (i) the Company's breach of any of the material terms of the severance plan; (ii) the Company's relocating its offices at which the executive is initially principally employed to a location more than 50 miles from both the executive's residence and the offices of the Company, and that reassignment materially and adversely affects the executive's commute and the executive is required to commute to such location without the executive's written consent; (iii) a material diminution in the executive's duties or responsibilities or conditions of employment from those in effect on the effective date of the severance plan; (iv) any reductions which, in the aggregate, are more than 10% of the executive's base salary in effect when any reduction is first imposed without the executive's consent (other than such a reduction or reductions applicable generally to other senior executives of the Company); provided, however, that the executive must provide the Company with written notice of the executive's intent to terminate his employment and a description of the event which the executive believes constitutes Good Reason within 60 days after the initial existence of the event, subject to a 30-day cure period in favor of the Company, and if the default is not cured, the executive must terminate within 90 days of the end of the cure period.
- "*Change of Control*" generally means the occurrence of any of the following events: (i) any person or group (within the meaning of Section 13(d) or 14(d), as applicable, of the Exchange Act) (a "**Person**"), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of securities representing 50% or more of the voting power of our then outstanding securities ("**Company Voting Securities**"); (ii) the consummation of a share exchange or a merger or consolidation of the Company, where the Persons who were the beneficial owners of Company Voting Securities outstanding immediately prior to such transaction do not beneficially own more than 50% of the voting securities of the Company or the Acquiring Company (as defined in the DeBello Severance Plan) immediately after such transaction in substantially the same proportions as their ownership of Company Voting Securities immediately prior to such transaction; (iii) a sale or other disposition of all or substantially all of our assets; or (iv) such time as the Continuing Directors (as defined in the DeBello Severance Plan) do not constitute at least a majority of the Board (or, if applicable, of the board of directors of a successor to the Company).

The table below estimates the amount of compensation and benefits to be provided to each of our named executive officers in the event of termination of such executive's employment under certain circumstances. These amounts are estimates of the amounts that would be paid or provided to the executives upon termination of employment or a change of control had the termination occurred on September 30, 2016. The actual amounts can only be determined at the time of such executive's separation from the Company.

In the table below, the assumed payouts for the accelerated vesting of stock options were calculated by taking the difference between the exercise price of the unvested in-the-money stock option and \$8.29, which was the per share closing price of our common stock on the NASDAQ Capital Market as of September 30, 2016, and multiplying that by the number of stock options which would become vested if the change of control had occurred on September 30, 2016. The assumed payouts for the accelerated vesting of RSUs were calculated by multiplying \$8.29 by the number of shares of common stock underlying RSUs that would have vested if the change of control had occurred on September 30, 2016. These assumed payouts are determined for SEC disclosure purposes only and are not necessarily indicative of the actual benefit the executive would receive.

Name	Benefit	Involuntary Termination by the Company Without Cause or Resignation for Good Reason	Change of Control Termination Without Cause or Resignation for Good Reason
James B. DeBello	Base Salary	\$ 441,952 (1)	\$ 883,904 (2)
	Equity Plans	1,442,281 (3)	2,884,562 (4)
	Health Benefits	22,209 (5)	44,419 (6)
Russell C. Clark	Base Salary	275,701 (1)	275,701
	Equity Plans	1,014,733 (7)	2,029,465 (8)
	Health Benefits	22,140 (5)	22,140
Michael E. Diamond	Base Salary	—	200,000 (1)
	Equity Plans	—	1,524,902 (9)
	Health Benefits	—	27,952 (5)
Jason L. Gray	Base Salary	133,900 (10)	133,900 (10)
	Equity Plans	—	663,200 (11)
	Health Benefits	3,600 (12)	3,600 (12)

- (1) Amount represents 100% of the executive's annual base salary in effect September 30, 2016, unless otherwise noted.
- (2) Amount represents twice the amount of the executive's annual base salary in effect at September 30, 2016.
- (3) Amount represents accelerated vesting of 69,271 unvested in-the-money stock options as of September 30, 2016 and 126,874 unvested RSUs.
- (4) Amount represents accelerated vesting of 138,542 unvested in-the-money stock options as of September 30, 2016 and 253,748 unvested RSUs.
- (5) Amount represents estimated payments for continued coverage under the Company's health plans for up to 12 months, unless otherwise noted.
- (6) Amount represents estimated payments for continued coverage under the Company's health plans for up to 24 months.
- (7) Amount represents accelerated vesting of 54,949 unvested in-the-money stock options as of September 30, 2016 and 85,057 unvested RSUs.
- (8) Amount represents accelerated vesting of 109,897 unvested in-the-money stock options as of September 30, 2016 and 170,114 unvested RSUs.
- (9) Amount represents accelerated vesting of 81,667 unvested in-the-money stock options as of September 30, 2016 and 128,466 unvested RSUs.
- (10) Amount represents 50% of the executive's annual base salary in effect September 30, 2016, consistent with expected terms of the Gray Severance Plan to be entered into between the Company and Mr. Gray.
- (11) Amount represents accelerated vesting of 80,000 unvested RSUs, consistent with expected terms of the Gray Severance Plan to be entered into between the Company and Mr. Gray.
- (12) Amount represents estimated payments for continued coverage under the Company's health plans for up to six months, consistent with expected terms of the Gray Severance Plan to be entered into between the Company and Mr. Gray.

#### Compensation Committee Interlocks and Insider Participation

During the 2016 fiscal year, the Compensation Committee consisted of Alex W. "Pete" Hart, William K. "Bill" Aulet and Bruce E. Hansen. None of these directors has at any time been an officer of the Company. During the 2016 fiscal year, no interlocking relationship existed between the Board or the Compensation Committee and the board of directors, compensation committee or human resources committee, as appropriate, of any other entity.

## REPORT OF THE COMPENSATION COMMITTEE

The Compensation Committee of our Board of Directors has reviewed and discussed the foregoing Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with management and, based on such review and discussions, the Compensation Committee recommended to the Board of Directors that the foregoing Compensation Discussion and Analysis be included in this Proxy Statement.

### Compensation Committee

Alex W. "Pete" Hart  
William K. "Bill" Aulet  
James C. Hale

*This foregoing report of the Compensation Committee is not "soliciting material," is not deemed "filed" with the SEC and shall not be deemed incorporated by reference by any general statement incorporating by reference this Proxy Statement into any filing of ours under the Securities Act of 1933, as amended, or under the Exchange Act, except to the extent we specifically incorporate this report by reference.*

## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table presents information concerning the beneficial ownership of the shares of our common stock as of January 20, 2017, by:

- each person we know to be the beneficial owner of 5% or more of our outstanding shares of common stock;
- our named executive officers and current directors; and
- all of our current executive officers and directors as a group.

Information with respect to beneficial ownership is based solely on a review of our capital stock transfer records and on publicly available filings made with the SEC by or on behalf of the stockholders listed below. The address for all named executive officers and directors is Mitek Systems, Inc., 600 B Street, Suite 100, San Diego, California 92101.

Percentage of beneficial ownership is calculated based on the 33,274,299 shares of common stock outstanding on January 20, 2017. Beneficial ownership is determined in accordance with the rules of the SEC which generally attribute beneficial ownership of securities to persons who possess sole or shared voting or investment power with respect to those securities and includes shares of our common stock issuable pursuant to the exercise of stock options or other securities that are exercisable or convertible into shares of our common stock within 60 days of January 20, 2017. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person. Except as indicated by the footnotes below, we believe, based on the information available to us, that the persons and entities named in the table below have sole voting and investment power with respect to all shares of common stock shown as beneficially owned by them, subject to applicable community property laws.

<b>Name of Beneficial Owner or Identity of Group</b>	<b>Beneficial Ownership of Common Stock</b>	
	<b>Number of Shares</b>	<b>Percent of Class</b>
<b><i>Named Executive Officers</i></b>		
James B. DeBello(1)	1,512,671	4.54%
Russell C. Clark(2)	342,457	1.02%
Michael E. Diamond(3)	155,613	*
Jason L. Gray	—	*
Stephen J. Ritter(4)	31,250	*
<b><i>Directors</i></b>		
William K. "Bill" Aulet(5)	70,000	*
Vinton P. Cunningham(6)	206,666	*
Kenneth D. Denman	—	*
James C. Hale(7)	98,750	*
Bruce E. Hansen(8)	124,166	*
Alex W. "Pete" Hart(9)	295,492	*
Directors and Executive Officers as a Group (ten individuals)(10)	2,837,065	8.52%

\* Less than 1%.

- (1) Comprised of (a) 585,008 shares of common stock held directly and (b) 927,663 shares of common stock issuable pursuant to stock options exercisable within 60 days of January 20, 2017.
- (2) Comprised of (a) 35,425 shares of common stock held directly and (b) 307,032 shares of common stock issuable pursuant to stock options exercisable within 60 days of January 20, 2017.
- (3) Comprised of (a) 53,120 shares of common stock held directly and (b) 102,493 shares of common stock issuable pursuant to stock options exercisable within 60 days of January 20, 2017.
- (4) Comprised of 31,250 shares of common stock subject to RSUs that may become issuable within 60 days of January 20, 2017.
- (5) Comprised of (a) 40,000 shares of common stock issuable pursuant to stock options exercisable within 60 days of January 20, 2017 and (b) 30,000 shares of common stock subject to RSUs that may become issuable within 60 days of January 20, 2017.
- (6) Comprised of (a) 105,000 shares of common stock held directly, (b) 40,000 shares of common stock issuable pursuant to stock options exercisable within 60 days of January 20, 2017 and (c) 61,666 shares of common stock subject to RSUs that may become issuable within 60 days of January 20, 2017.



- (7) Comprised of (a) 28,750 shares of common stock held directly, (b) 40,000 shares of common stock issuable pursuant to stock options exercisable within 60 days of January 20, 2017 and (c) 30,000 shares of common stock subject to RSUs that may become issuable within 60 days of January 20, 2017.
- (8) Comprised of (a) 40,000 shares of common stock issuable pursuant to stock options exercisable within 60 days of January 20, 2017 and (b) 84,166 shares of common stock subject to RSUs that may become issuable within 60 days of January 20, 2017.
- (9) Comprised of (a) 193,826 shares of common stock held directly, (b) 40,000 shares of common stock issuable pursuant to stock options exercisable within 60 days of January 20, 2017 and (c) 61,666 shares of common stock subject to RSUs that may become issuable within 60 days of January 20, 2017.
- (10) Comprised of shares beneficially owned by our named executive officers and directors.

#### Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth certain information regarding our equity compensation plans as of September 30, 2016, with respect to the shares of common stock that may be issued upon the exercise of options under our existing equity compensation plans and arrangements in effect as of September 30, 2016. The information includes the number of shares covered by and the weighted average exercise price of, outstanding options and the number of shares remaining available for future grant, excluding the shares to be issued upon exercise of outstanding options.

	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)(1)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)(2)(3)
Equity compensation plans approved by security holders(4)	5,061,541	\$ 3.95	2,172,892

- (1) The weighted-average exercise price does not take into account approximately 2,046,169 shares of common stock issuable upon vesting of outstanding RSUs, which have no exercise price.
- (2) Represents (i) 2,040,721 shares of common stock available for future awards under the 2012 Plan as of September 30, 2016; and (ii) 130,171 shares of common stock available for future award under the Director Plan as of September 30, 2016.
- (3) As of December 31, 2016, the number of securities remaining available for future issuance under equity compensation plans had been reduced to 1,196,897 shares of common stock comprised of (i) 1,165,111 shares of common stock available for future issuance under the 2012 Plan; and (ii) 31,786 shares of common stock available for future award under the Director Plan. For additional information regarding outstanding awards and available shares under the 2012 Plan and the Director Plan as of December 31, 2016, please see “Proposal No. 2—Approval of the Amendment and Restatement of the Mitek Systems, Inc. 2012 Incentive Plan” and “Proposal No. 3—Approval of an Amendment to the Mitek Systems, Inc. Director Restricted Stock Unit Plan.”
- (4) Comprised of awards granted under the Prior Stock Option Plans, the 2012 Plan and the Director Plan. There were no awards granted under the Prior Stock Option Plans after the approval of the 2012 Plan by the Company’s stockholders on February 22, 2012. Stock options granted under the Prior Stock Option Plans that were outstanding at such date remain in effect until such options are exercised or expire.

## **SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE**

Section 16(a) of the Exchange Act requires our officers and directors and persons who beneficially own more than 10% of a registered class of our equity securities to file initial reports of ownership and reports of changes in ownership of such securities with the SEC. Officers, directors and greater than 10% beneficial owners are required by SEC regulations to furnish us with copies of all Section 16(a) forms they file. Based solely on a review of Forms 3, 4 and 5, and amendments thereto, furnished to us and certain written representations that no other reports were required during the 2016 fiscal year, we are not aware of any director, officer or greater than 10% beneficial owner that failed to file on a timely basis, as disclosed on such forms, reports required by Section 16(a) of the Exchange Act during the 2016 fiscal year other than a Form 3 that was filed late by Mr. Ritter.

## **HOUSEHOLDING OF PROXY MATERIALS**

Some brokers, banks and other agents may be participating in the practice of “householding” proxy statements and annual reports. This means that only one copy of the Proxy Statement or Form 10-K may have been sent to multiple stockholders in a single household. We will promptly deliver a separate copy of either document to any stockholder upon written or oral request, free of charge. To make such a request, please contact us at Mitek Systems, Inc., 600 B Street, Suite 100, San Diego, California 92101, Attn: Corporate Secretary or (619) 269-6800. If you would like to receive separate copies of our proxy statement or annual report in the future, or you are receiving multiple copies and would like to receive only one copy per household, contact your broker, bank or other agent, or contact us at the above address and phone number.

## **PROPOSALS OF STOCKHOLDERS**

Pursuant to Rule 14a-8 under the Exchange Act, stockholders may present proper proposals for inclusion in our proxy statement and for consideration at our next annual meeting of stockholders. To be eligible for inclusion in our 2018 proxy statement, a stockholder’s proposal must be received by us not later than the close of business on October 1, 2017 and must otherwise comply with Rule 14a-8 under the Exchange Act. Pursuant to the terms of our Bylaws, stockholders wishing to submit proposals or director nominations, including those that are not to be included in our 2018 proxy statement and proxy, must provide timely notice in writing to our Secretary. To be timely, a stockholder’s notice must be delivered to or mailed and received at our principal executive offices not later than the close of business on December 1, 2017 nor earlier than November 1, 2017 ; provided, however, that if the date of our next annual meeting is more than 30 days before or more than 60 days after the one-year anniversary of the Annual Meeting, notice by the stockholder to be timely must be so delivered, or mailed and received, not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the 90th day prior to such annual meeting or, if later, the 10th day following the day on which public disclosure of the date of such annual meeting was first made. Stockholders are advised to review our Bylaws, which contain additional requirements with respect to advance notice of stockholder proposals and director nominations.

While our Board will consider stockholder proposals that are properly brought before the annual meeting, we reserve the right to omit from our 2018 proxy statement stockholder proposals that we are not required to include under the Exchange Act, including Rule 14a-8 thereunder.

## OTHER BUSINESS

The Annual Meeting is called for the purposes set forth in the attached Notice of Annual Meeting of Stockholders. We are not aware of any matters for action by stockholders at the Annual Meeting other than those described in the Notice of Annual Meeting of Stockholders. The enclosed proxy, however, will confer discretionary authority with respect to matters that are not known at the date of the printing hereof and which may properly come before the Annual Meeting or any adjournment or postponement thereof. The proxy holders intend to vote in accordance with their best judgment on any such matters.

**PLEASE COMPLETE, SIGN, DATE AND RETURN THE ACCOMPANYING PROXY CARD IN THE ENCLOSED ENVELOPE.**

By Order of the Board of Directors



James B. DeBello  
Chairman of the Board

San Diego, California  
January 30, 2017

## AMENDED AND RESTATED MITEK SYSTEMS, INC.

## 2012 INCENTIVE PLAN

1. *Purpose of the Plan.* The purpose of this Plan is to make available certain equity and other incentives to motivate selected Employees, Directors and Consultants to put forth their best efforts toward the continued growth, profitability and success of the Company and to align the interests of such Employees, Directors and Consultants with those of the Company's stockholders.

2. *Definitions.* The following definitions shall apply as used herein and in the individual Award Agreements, except as defined otherwise in an individual Award Agreement. In the event a term is separately defined in an individual Award Agreement, such definition shall supersede the definition contained in this Section 2.

- (a) "Acquiring Company" means the resulting or surviving corporation, or the company issuing cash or securities (or its ultimate parent company), in a merger, consolidation, tender offer or share exchange involving the Company, or the successor corporation to the Company (whether in any such transaction or otherwise).
- (b) "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 promulgated under the Exchange Act.
- (c) "Applicable Laws" means the legal requirements relating to the Plan and the Awards under applicable provisions of federal, state and other laws, rules and regulations, including any rules of any applicable stock exchange or national market system on which the Company's capital stock is listed or quoted, and the laws, rules and regulations of any non-U.S. jurisdiction applicable to Awards granted to residents therein.
- (d) "Assumed" means that pursuant to a Change of Control either (i) the Award is expressly affirmed by the Company or (ii) the contractual obligations represented by the Award are expressly assumed (and not simply by operation of law) by the Acquiring Company in connection with the Change of Control with appropriate adjustments, if applicable, to the number and type of securities of the Acquiring Company subject to the Award and the exercise or purchase price thereof.
- (e) "Award" means the grant of an Option, SAR, Restricted Stock, Restricted Stock Unit, Senior Executive Long Term Incentive Restricted Stock Unit, cash or other right or benefit under the Plan.
- (f) "Award Agreement" means the written agreement evidencing the grant of an Award, including any amendments thereto.
- (g) "Benchmark Performance" means, with respect to Senior Executive Long Term Incentive Restricted Stock Units, the percentage increase in Closing Fair Market Value or the Proceeds Per Share, as applicable, as compared to the average closing price of the Common Stock as quoted on the principal exchange or system on which the Common Stock is then-listed for the twenty (20) trading days immediately preceding the first day of the Performance Period, equals or exceeds the percentage increase in the average closing price of the Russell 2000 Index for the twenty (20) trading days immediately preceding the first day of the Performance Period compared to the average closing price of the Russell 2000 Index for the last twenty (20) trading days of the Performance Period.
- (h) "Board" means the Board of Directors of the Company.
- (i) "Cause" means, with respect to the termination by the Company or a Related Entity of the Participant's Continuous Service, that such termination is for "Cause" as such term (or word of like import) is expressly defined in a then-effective written policy covering the Participant or a written agreement between the Participant and the Company or such Related Entity; provided, however, that in the absence of a then-effective written policy or written agreement containing a definition of Cause, "Cause" shall mean, in the reasonable determination of the Company or the Committee (i) any material failure on the part of a Participant (other than by reason of Disability) to faithfully and professionally carry out the Participant's duties to the Company or any Related Entity, (ii) the Participant's dishonesty, willful misconduct or gross negligence in connection with the Participant's performance of his or her duties to the Company or any Related Entity, (iii) the Participant's commission of a crime involving dishonesty, breach of trust or moral turpitude, or (iv) the Participant's insobriety or illegal use of drugs, chemicals or controlled substances; provided, further, that with regard to any agreement that defines "Cause" on the occurrence of or in connection with a Change of Control, such definition of "Cause" shall not apply until a Change of Control is actually consummated.

(j) “*Change of Control*” of the Company means the occurrence of any of the following events or circumstances:

(i) any “person” (within the meaning of Section 13(d) or 14(d) of the Exchange Act), including a “group” within the meaning of such Section 13(d) (but excluding the Company and any of its Subsidiaries and any employee benefit plan sponsored or maintained by the Company or any of its Subsidiaries), shall become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company’s then outstanding securities entitled to vote generally in the election of directors (“*Company Voting Securities*”);

(ii) the consummation of a merger or consolidation involving the Company, or the acceptance by the stockholders of the Company of equity securities in a share exchange, where the persons who were the beneficial owners of the Company Voting Securities outstanding immediately prior to such merger, consolidation or share exchange, do not beneficially own, directly or indirectly, immediately after such merger, consolidation or share exchange, securities representing more than fifty percent (50%) of the combined voting power of the then outstanding Company Voting Securities or voting securities of the Acquiring Company in such merger, consolidation or share exchange, in substantially the same proportions as their ownership of the Company Voting Securities immediately prior to such merger, consolidation or share exchange;

(iii) a sale, exchange or other disposition or transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company; provided, however, that a Change of Control shall not be deemed to have occurred where: (A) the Company sells, exchanges or otherwise disposes of or transfers all or substantially all of its assets to another corporation which is beneficially owned, directly or indirectly, immediately following such transaction by the holders of Company Voting Securities in substantially the same proportion as their ownership of the Company Voting Securities immediately prior to such transaction; and (B) such corporation expressly Assumes all outstanding Awards; or

(iv) such time as the Continuing Directors (as defined below) do not constitute at least a majority of the Board (or, if applicable, the board of directors of an Acquiring Company), where the term “*Continuing Director*” means at any date a member of the Board who was: (A) a member of the Board on the date of adoption of the Plan by the Board; or (B) nominated or elected subsequent to the date of adoption of the Plan by the Board by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election (it being understood that no individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person or entity other than the Board shall be a Continuing Director); provided, however, that the events described in this clause (iv) shall not constitute a Change of Control with respect to any Senior Executive Long Term Incentive Restricted Stock Unit.

(k) “*Closing Fair Market Value*” means, with respect to Senior Executive Long Term Incentive Restricted Stock Units, the average closing price of the Common Stock as quoted on the principal exchange or system on which the Common Stock is then-listed for the last twenty (20) trading days of the Performance Period.

(l) “*Code*” means the Internal Revenue Code of 1986, as amended.

(m) “*Committee*” means two or more Non-Employee Directors designated by the Board to administer the Plan under Section 3, each member of which shall be (i) an independent director within the meaning of the rules and regulations of the NASDAQ Stock Market, LLC, (ii) a non-employee director within the meaning of Exchange Act Rule 16b-3 and, (iii) an outside director for purposes of Code Section 162(m). “Committee” shall also mean the Board in the event the Board takes action hereunder, provided that, at the time of taking such action, the Board is comprised of a majority of directors who meet the criteria set forth in clauses “(i)” through “(iii)” above.

(n) “*Common Stock*” means the common stock of the Company.

(o) “*Company*” means Mitek Systems, Inc., a Delaware corporation, or any Acquiring Company that Assumes outstanding Awards and/or adopts the Plan in connection with a Change of Control.

(p) “*Consultant*” means any person (other than an Employee or a Director, solely with respect to rendering services in such person’s capacity as a Director) who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity.

(q) “*Continuous Service*” means that the provision of services by an individual to the Company or a Related Entity in any capacity of Employee, Director or Consultant is not interrupted or terminated. In jurisdictions requiring notice in advance of an effective termination as an Employee, Director or Consultant, Continuous Service shall be deemed terminated upon the actual cessation by the individual providing services to the Company or a Related Entity notwithstanding any required notice period that must be fulfilled before a termination as an Employee, Director or Consultant can be effective under Applicable Laws. Continuous Service shall not be considered interrupted in the case of (i) any approved leave of absence, (ii) transfers among the Company, any Related Entity, or any Acquiring Company, in any capacity of Employee, Director or Consultant, or (iii) any change in status as long as the individual remains in the service of the Company, a Related Entity or an Acquiring Company in any capacity of Employee, Director or Consultant (except as otherwise provided in the Award Agreement). Notwithstanding the foregoing, except as otherwise determined by the Committee, in the event of any spin-off of a Related Entity, service as an Employee, Director or Consultant for such Related Entity following such spin-off shall be deemed to be Continuous Service for purposes of the Plan and any Award under the Plan. An approved leave of absence shall include sick leave, military leave, or any other personal leave authorized by the Company. For purposes of each Incentive Stock Option granted under the Plan, if such leave exceeds three (3) months, and reemployment upon expiration of such leave is not guaranteed by statute or contract, then the Incentive Stock Option shall be treated as a Non-Qualified Stock Option on the first (1st) day following the expiration of such three (3) month period.

(r) “*Covered Employee*” means an Employee who is a “covered employee” under Section 162(m)(3) of the Code.

(s) “*Director*” means a member of the Board or the board of directors of any Related Entity.

(t) “*Disability*” shall be as defined under the long-term disability policy of the Company or the Related Entity to which the Participant provides services regardless of whether the Participant is covered by such policy. If the Company or the Related Entity to which the Participant provides service does not have a long-term disability plan in place, “Disability” means that a Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Participant will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Committee in its discretion or the Committee makes such determination in its reasonable discretion.

(u) “*Employee*” means any person, including an Officer or Director, who is in the employ of the Company or any Related Entity, subject to the control and direction of the Company or any Related Entity as to both the work to be performed and the manner and method of performance. The payment by the Company or a Related Entity of a director’s fee to an individual shall not be sufficient to constitute “in the employ” by the Company.

(v) “*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

(w) “*Fair Market Value*” means, except as otherwise provided pursuant to Section 6(e), as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on one or more established stock exchanges or national market systems, including without limitation The NASDAQ Global Select Market, The NASDAQ Global Market or The NASDAQ Capital Market or The NASDAQ Stock Market LLC, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Common Stock is listed (as determined by the Committee) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in *The Wall Street Journal* or such other source as the Committee deems reliable;

(ii) If the Common Stock is regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such stock as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a share of Common Stock shall be the mean between the high bid and low asked prices for the Common Stock on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in *The Wall Street Journal* or such other source as the Committee deems reliable; or

(iii) In the absence of an established market for the Common Stock of the type described in (i) and (ii), above, the Fair Market Value thereof shall be determined by the Committee in good faith.

(x) “ *Good Reason* ” means with respect to Senior Executive Long Term Incentive Restricted Stock Units only, any one or more of the following events or conditions without the senior executive’s written consent:

(i) the Company relocating its office at which the Participant is principally employed on the date of the grant of Senior Executive Long Term Incentive Restricted Stock Units to a location which is more than fifty (50) miles from both the Participant’s residence and the offices of the Company at which Participant is principally employed on the date of the grant of Senior Executive Long Term Incentive Restricted Stock Units , and that reassignment materially and adversely affects the Participant’s commute based on Participant’s principal place of employment and residence immediately prior to the time such relocation is announced;

(ii) [a material diminution in Participant’s duties or responsibilities or conditions of employment from those in effect on the date of the grant of Senior Executive Long Term Incentive Restricted Stock Units ;] or

(iii) a reduction or reductions which, in the aggregate, is more than 10% of Participant’s base salary in effect when any reduction is first imposed without Participant’s consent (other than such a reduction or reductions applicable generally to similarly situated senior executives of the Company).

Provided, however, that before Participant shall be entitled to terminate his or her employment for Good Reason, (i) Participant must provide the Company with written notice of the Participant’s intent to terminate his or her employment and a description of the event the Participant believes constitutes Good Reason within 30 days after the initial existence of the event, and (ii) the Company shall have 30 days after Participant provides the notice described above to cure the default that constitutes Good Reason (the “ *Cure Period* ”). The Participant will have 10 days following the end of the Cure Period (if the Company has not cured the event that otherwise constituted Good Reason) to terminate Participant’s employment, after which “Good Reason” will no longer be deemed to exist based on such event.

(y) “ *Incentive Stock Option* ” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

(z) “ *Management Objectives* ” means the measurable performance objective or objectives established by the Committee pursuant to the Plan for Participants who have received grants of Senior Executive Plan Bonuses, or, when so determined by the Committee, Options, SARs, Restricted Stock, Restricted Stock Units, cash and other Awards pursuant to the Plan. Management Objectives may be described in terms of Company-wide objectives, objectives that are related to the performance of the individual Participant or of a Related Entity, division, department or function within the Company or a Related Entity or based upon the relative performance of other companies or upon comparisons of any of the indicators of performance relative to other companies. Without limiting the generality of the foregoing, the Management Objectives applicable to any Award to a Covered Employee which is intended to be deductible as Performance-Based Compensation under Section 162(m) of the Code will be based on specified levels of, or relative peer company, performance in any one or more of the following objectives, or any combination thereof, as determined by the Committee in their sole discretion: (i) appreciation in and/or maintenance of the price of the Shares or any other publicly-traded securities of the Company, (ii) earnings or loss per share, (iii) total stockholder return, (iv) operating margin, (v) gross margin, (vi) return on equity, (vii) return on assets or net assets, (viii) return on investment, (ix) operating income, (x) net operating income, (xi) pre-tax profit, (xii) cash flow or cash flow per share (before or after dividends), (xiii) revenue, (xiv) improvement in or attainment of expense levels or working capital levels, including cash, inventory and accounts receivable, (xv) earnings or losses (including earnings or losses before taxes, before interest and taxes, or before interest, taxes, depreciation, amortization, stock compensation, non-recurring charges and non-cash or other charges), (xvi) economic value added, (xvii) market share, (xviii) relative or absolute share price, (xix) pro forma net income, (xx) customer orders, (xxi) gross or net revenues, (xxii) revenue growth or product revenue growth, (xxiii) operating income (before or after taxes), (xxiv) pre- or after-tax income or loss (before or after allocation of corporate overhead and bonus), (xxv) net income or loss (before or after taxes), (xxvi) return on equity, (xxvii) attainment of strategic and operational initiatives, (xxviii) comparisons with various stock market indices, (xxix) implementation, completion or attainment of measurable objectives with respect to research, development, commercialization, products or projects, acquisitions and divestitures, (xxx) factoring transactions and recruiting and maintaining personnel, (xxxi) gross profits, (xxxii) economic value-added models or equivalent metrics, (xxxiii) reductions in costs, (xxxiv) sales or licenses of the Company’s assets, including its intellectual property, whether in a particular jurisdiction or territory or globally; or through partnering transactions), (xxxv) return on capital (including return on total capital or return on invested capital), (xxxvi) cash flow return on investment, (xxxvii) year-end cash, (xxxviii) cash margin, (xxxix) debt reduction, (xl) stockholders equity, (xli) operating efficiencies, (xlii) research and development achievements, (xliii) strategic partnerships or transactions (including in-licensing and out-licensing of intellectual property), (xliv) co-development, co-marketing, profit sharing, joint venture or other similar arrangements, (xlv) financial ratios, including those measuring liquidity, activity, profitability or leverage, (xlvi) cost of capital or assets under management, (xlvii)

financing and other capital raising transactions (including sales of the Company's equity or debt securities), (xlviii) factoring transactions, and (xlix) establishing relationships with commercial entities with respect to the marketing, distribution and sale of the Company's products (including with group purchasing organizations, distributors and other vendors). Such Management Objectives or other performance criteria shall be set by the Committee within the time period prescribed by, and shall otherwise comply with the requirements of, Section 162(m) of the Code, and the regulations promulgated thereunder. Notwithstanding the attainment of any Management Objectives established by the Committee, the Committee may in its sole and absolute discretion reduce the amount of any Award to be granted to a Participant.

(aa) " *Non-Employee Director* " means a member of the Board who is not an Employee.

(bb) " *Non-Qualified Stock Option* " means an Option not intended to qualify as an Incentive Stock Option.

(cc) " *Officer* " means a person who is an officer of the Company or a Related Entity within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(dd) " *Option* " means an option to purchase Shares pursuant to an Award Agreement granted under the Plan.

(ee) " *Parent* " means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(ff) " *Participant* " means an Employee, Director or Consultant who receives an Award under the Plan.

(gg) " *Performance-Based Compensation* " means compensation qualifying as "performance-based compensation" under Section 162(m) of the Code.

(hh) " *Performance Period* " means, (i) in respect of Senior Executive Long Term Incentive Restricted Stock Units, the period of time commencing on March 1, 2017 and ending twenty-five (25) trading days after the first filing of an Annual Report on Form 10-K or a Quarterly Report on Form 10-Q by the Company following September 30, 2019 or (ii) in respect of a Senior Executive Plan Bonus, a period of time established pursuant to Section 6(f) within which the Management Objectives or other performance criteria are to be achieved.

(ii) " *Plan* " means this 2012 Incentive Plan.

(jj) " *Previous Plans* " means the Company's 1999 Stock Option Plan, the Company's 2000 Stock Option Plan, the Company's 2002 Stock Option Plan, the Company's 2006 Stock Option Plan and the Company's 2010 Stock Option Plan.

(kk) " *Proceeds Per Share* " means the fair market value, as determined in good faith by the Committee, of the consideration to be received per Share by the stockholders of the Company upon occurrence of a Change of Control except that, in the event of a Change of Control under Section 2(j) (iii), "Proceeds Per Share" shall mean the fair market value, as determined in good faith by the Committee, of the consideration that would be distributable to stockholders of the Company if the Company distributed all of the consideration received in connection with such Change of Control to the stockholders of the Company, less adjustments for debt, expenses and other amounts as determined by the Committee .

(ll) " *Related Entity* " means any Parent or Subsidiary of the Company.

(mm) " *Replaced* " means that pursuant to a Change of Control, an Award is replaced with a stock award or a cash incentive program of the Company, the Acquiring Company (if applicable) or Parent of any of them which provides for subsequent payout in accordance with the same (or a more favorable) vesting schedule applicable to such Award.

(nn) " *Restricted Stock* " means Shares issued under the Plan to the Participant for such consideration, if any, and subject to such restrictions on transfer, rights of first refusal, repurchase provisions, forfeiture provisions, and other terms and conditions as established by the Committee.

(oo) " *Restricted Stock Units* " means an Award which may be earned in whole or in part upon the passage of time or the attainment of performance criteria established by the Committee and which may be settled for cash, Shares or other securities or a combination of cash, Shares or other securities as established by the Committee, including, for the sake of clarity, Senior Executive Long Term Incentive Restricted Stock Units.



(pp) “ *Rule 16b-3* ” means Rule 16b-3 promulgated under the Exchange Act or any successor thereto.

(qq) “ *SAR* ” means a stock appreciation right entitling the Participant to Shares or cash compensation, as established by the Committee, measured by appreciation in the value of Common Stock.

(rr) “ *Section 409A* ” means Section 409A of the Code.

(ss) “ *Senior Executive Long Term Incentive Restricted Stock Units* ” means an award of Restricted Stock Units made pursuant to and subject to the conditions set forth in Section 6(e).

(tt) “ *Senior Executive Plan Bonus* ” means an award of annual incentive compensation made pursuant to and subject to the conditions set forth in Section 6(f).

(uu) “ *Share* ” means a share of the Common Stock.

(vv) “ *Subsidiary* ” means a “subsidiary corporation,” whether now or hereafter existing, as defined in Section 424(f) of the Code.

(ww) “ *Termination Without Cause* ” means a termination of Participant’s status as an Employee of the Company for reasons other than death, Disability or Cause.

### 3. Administration of the Plan.

(a) *Administration* . The authority to control and manage the operations and administration of the Plan shall be vested in the Committee in accordance with this Section 3.

(b) *Acts of the Committee; Delegation* . A majority of the members of the Committee shall constitute a quorum for any meeting of the Committee, and any act of a majority of the members present at any meeting at which a quorum is present or any act unanimously approved in writing by all members of the Committee shall be the act of the Committee. Any such action of the Committee shall be valid and effective, and any Award granted in a manner inconsistent with the provisions of this subsection (b) shall be presumptively valid as of its grant date to the extent permitted by Applicable Laws, even if the members of the Committee at the time of such action are later determined not to have satisfied all of the criteria for Committee membership set forth in clauses “(i)” through “(iii)” of Section 2(m). To the extent not inconsistent with Applicable Laws or stock exchange rules, the Committee may delegate all or any portion of its authority under the Plan to any one or more of its members or, as to Awards to Participants who are not subject to Section 16 of the Exchange Act, to one or more executive officers of the Company. The Committee may also delegate non-discretionary administrative responsibilities in connection with the Plan to such other persons as it deems advisable.

(c) *Powers of the Committee* . Subject to Applicable Laws and the provisions of the Plan (including any other powers given to the Committee hereunder), and except as otherwise provided by the Board, the Committee shall have the authority, in its sole discretion, to:

(i) determine whether and to what extent Awards are granted hereunder;

(ii) select the Employees, Directors and Consultants to whom Awards may be granted from time to time hereunder;

(iii) determine the number of Shares or the amount of other consideration to be covered by each Award granted hereunder;

(iv) approve forms of Award Agreements for use under the Plan;

(v) determine the terms and conditions of any Award granted hereunder;

(vi) amend the terms of any outstanding Award granted hereunder; provided that (A) any amendment not expressly permitted by this Plan that would adversely affect the Participant’s rights under an outstanding Award shall not be made without the Participant’s written consent; provided, however, that an amendment or modification that may cause an Incentive Stock Option to become a Non-Qualified Stock Option shall not be treated as adversely affecting the rights of the Participant, (B) the reduction of the exercise price of any Option awarded under the Plan or the base appreciation amount of any SAR awarded under the

Plan shall be subject to stockholder approval, and (C) canceling an Option or SAR at a time when its exercise price or base appreciation amount, as applicable, exceeds the Fair Market Value of the underlying Shares, in exchange for another Option, SAR, Restricted Stock, cash or other Award shall be subject to stockholder approval, unless such cancellation and exchange occurs in connection with a Change of Control. Notwithstanding the foregoing, canceling an Option or SAR in exchange for another Option, SAR, Restricted Stock or other Award with an exercise price, purchase price or base appreciation amount, as applicable, that is equal to or greater than the exercise price or base appreciation amount, as applicable, of the original Option or SAR shall not be subject to stockholder approval;

(vii) construe and interpret the terms of the Plan and Awards granted pursuant to the Plan, including, without limitation, any notice of Award or Award Agreement;

(viii) grant Awards to Employees, Directors and Consultants employed outside the United States on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to further the purpose of the Plan; and

(ix) take such other action, not inconsistent with the terms of the Plan, as the Committee deems appropriate.

In addition to the foregoing, the Committee shall have the discretion to interpret or construe ambiguous, unclear or implied (but omitted) terms in any fashion it deems to be appropriate, in its sole discretion, and to make any findings of fact necessary in connection with the administration of the Plan or Award Agreements. The Committee's prior exercise of its discretionary authority shall not obligate it to exercise its authority in a like fashion thereafter. The Committee's interpretation and construction of any provision of the Plan, or of any Award or Award Agreement, and all determinations made by the Committee pursuant to the Plan shall be final, binding and conclusive. The validity of any such interpretation, construction, determination or finding of fact shall not be given de novo review if challenged in court, by arbitration or in any other forum, and shall be upheld unless clearly made in bad faith or materially affected by fraud.

The express grant in the Plan of any specific power to the Committee shall not be construed as limiting any power or authority of the Committee; provided, however, that the Committee may not exercise any right or power reserved to the Board (unless the Board is acting as the Committee with respect thereto). Any decision made or action taken by the Committee or in connection with the administration of this Plan shall be final, conclusive and binding on all persons having an interest in the Plan.

(d) *Indemnification*. In addition to such other rights of indemnification as they may have as members of the Board or as Officers or Employees of the Company or a Related Entity, members of the Board and any Officers or Employees of the Company or a Related Entity to whom authority to act for the Board, the Committee or the Company is delegated shall be defended and indemnified by the Company to the extent permitted by law or by the Company's certificate of incorporation, bylaws or contractual arrangements between the Company or a Related Entity and such persons.

#### 4. *Stock Subject to the Plan.*

(a) *Maximum Number of Shares and Other Limits*. Subject to the provisions of Section 12 herein, the maximum aggregate number of Shares which may be issued pursuant to all Awards is (i) 9,500,000 Shares (the "*Initial Shares*"), plus (ii) that number of Shares that would otherwise return to the available pool of unissued shares reserved for awards under each of the Company's Previous Plans as a result of forfeiture, cancellation or expiration of awards previously granted (ignoring the termination or expiration of such plans for the purpose of determining the number of shares available under the Plan). Of the Initial Shares, (i) 2,100,000 are reserved for issuance pursuant to Senior Executive Long Term Incentive Restricted Stock Units granted or to be granted under Section 6(e) and may not be issued pursuant to any other form of Award and (ii) no more than 2,100,000 of the Initial Shares may be issued pursuant to Senior Executive Long Term Incentive Restricted Stock Units granted or to be granted under Section 6(e). The Shares to be issued pursuant to Awards may be authorized, but unissued, or reacquired Common Stock.

(b) *Shares Available for Future Issuance*. Any Shares covered by an Award (or portion of an Award) which are forfeited, canceled or expires (whether voluntarily or involuntarily) or issued (e.g., as substitution awards or inducement grants) pursuant to Section 7(a)(i) below, shall be deemed not to have been issued for purposes of determining the maximum aggregate number of Shares which may be issued under the Plan; provided, however, for the sake of clarity, any Shares covered by a Senior Executive Long Term Incentive Restricted Stock Unit that is forfeited or canceled shall only be available for future issuance with respect to grants of additional Senior Executive Long Term Incentive Restricted Stock Units that are made prior to March 1, 2018. Shares that actually have been issued under the Plan pursuant to an Award shall not be returned to the Plan and shall not become available for future issuance under the Plan. Notwithstanding anything to the contrary contained herein: (i) Shares tendered or withheld in payment of an Option exercise price shall not be returned to the Plan and shall not become available for future issuance under the Plan; (ii) Shares withheld by the Company to satisfy any tax withholding obligation shall not be returned to the Plan and

shall not become available for future issuance under the Plan; and (iii) all Shares covered by the portion of a SAR that is exercised (whether or not such Shares are actually issued to the Participant upon exercise of the SAR) shall be considered issued pursuant to the Plan.

(c) *Effect of Plans Operated by Acquired Companies* . If a company or other entity acquired by the Company or any Subsidiary of the Company, or with which the Company or any Subsidiary of the Company merges or otherwise combines, has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition, merger or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition, merger or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition, merger or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan. Awards using such available shares shall not be made after the date that awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Non-Employee Directors prior to such acquisition or combination.

(d) *No Fractional Shares* . Unless otherwise determined by the Committee, the number of Shares subject to an Award shall always be a whole number. No fractional Shares may be issued under the Plan, but the Committee may, in its discretion, pay cash in lieu of any fractional Share in settlement of an Award.

5. *Eligibility*. Awards, other than Incentive Stock Options, Senior Executive Long Term Incentive Restricted Stock Units, and Senior Executive Plan Bonuses, may be granted to Employees, Directors and Consultants. Incentive Stock Options may be granted only to Employees of the Company or a Related Entity. Senior Executive Plan Bonuses may be granted only to Covered Employees. An Employee, Director or Consultant who has been granted an Award may, if otherwise eligible, be granted additional Awards. Awards may be granted to such Employees, Directors or Consultants who are residing in non-U.S. jurisdictions as the Committee may determine from time to time. Senior Executive Long Term Incentive Restricted Stock Units may be granted only to senior executive officers of the Company. Except as set forth in Section 6(e), a senior executive officer of the Company who has been granted Senior Executive Long Term Incentive Restricted Stock Units may, if otherwise eligible, be granted additional Senior Executive Long Term Incentive Restricted Stock Units. No Senior Executive Long Term Incentive Restricted Stock Units may be granted after March 1, 2018.

#### 6. *Types of Awards*.

(a) *Options* . The Committee may, from time to time and upon such terms and conditions as it may determine, authorize the grant of Options. Each such grant shall (unless otherwise determined by the Committee or unless otherwise set forth in an individual Award Agreement) be subject to the following provisions:

(i) Each grant of Options will be evidenced by an Award Agreement. Each Award Agreement will be subject to the Plan and will contain such terms and provisions, consistent with the Plan, as the Committee may approve from time to time.

(ii) Each grant of Options will specify the number of Shares to which it pertains.

(iii) The Option shall be designated as either an Incentive Stock Option or a Non-Qualified Stock Option. However, notwithstanding such designation, an Option will qualify as an Incentive Stock Option under the Code only to the extent the \$100,000 limitation of Section 422(d) of the Code is not exceeded. The \$100,000 limitation of Section 422(d) of the Code is calculated based on the aggregate Fair Market Value of the Shares subject to Options designated as Incentive Stock Options which become exercisable for the first time by a Participant during any calendar year (under all plans of the Company or any Parent or Subsidiary of the Company). For purposes of this calculation, Incentive Stock Options shall be taken into account in the order in which they were granted, and the Fair Market Value of the Shares shall be determined as of the grant date of the relevant Option. To the extent an Option issued to a Participant exceeds this limit, the Option will be treated as a Non-Qualified Stock Option.

(iv) Each grant of Options will specify the per Share exercise price, which may not be less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant; provided, however, that in the case of an Incentive Stock Option granted to an Employee who, at the time of the grant of such Incentive Stock Option owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Related Entity, the per Share exercise price shall be not less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant.

(v) Each grant of Options will specify the vesting period before the Options or installments thereof will become exercisable.

(vi) A grant of Options may provide for the accelerated vesting and exercisability of all or a portion of such Options in the event of the retirement, death, Disability or other termination of the Participant's service or a Change of Control (or other similar transaction or event).

(vii) A grant of Options may specify Management Objectives or other performance criteria that must be achieved as a condition to the exercise of such Options or that may result in the accelerated vesting of such Options.

(viii) The term of each Option shall be no more than ten (10) years from the date of grant thereof. However, in the case of an Incentive Stock Option granted to a Participant who, at the time the Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary of the Company, the term of the Incentive Stock Option shall be five (5) years from the date of grant thereof or such shorter term as may be provided in the Award Agreement.

(ix) Each Participant that receives Options is responsible for complying with all laws and regulations applicable to recipients and holders of Options, including any applicable federal or state securities laws, and any Company policy or procedure that pertains to the trading of the Company's securities.

(x) An Option may, but need not, include a provision whereby the Participant may elect at any time while an Employee, Director or Consultant to exercise any part or all of the Option prior to full vesting of the Option. Any unvested Shares received pursuant to such exercise may be subject to a repurchase right in favor of the Company or a Related Entity or to any other restriction the Committee determines to be appropriate.

(b) *SARs*. The Committee may, from time to time and upon such terms and conditions as it may determine, authorize the grant of SARs. Each such grant shall (unless otherwise determined by the Committee or unless otherwise set forth in an individual Award Agreement) be subject to the following provisions:

(i) Each grant of SARs will be evidenced by an Award Agreement, which will be subject to the Plan, describe such SARs and contain such terms and provisions, consistent with the Plan, as the Committee may approve from time to time.

(ii) Each grant of SARs will specify the number of Shares to which it pertains.

(iii) Each grant of SARs will specify the base appreciation amount, which may not be less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(iv) A grant of SARs may specify that the amount payable upon exercise of a SAR may not exceed a maximum amount specified by the Committee at the date of grant.

(v) A grant of SARs may specify waiting periods before exercise and permissible exercise dates or periods.

(vi) A grant of SARs may provide that the exercisability of a SAR may be accelerated in whole or in part in the event of the retirement, death, Disability or other termination of the Participant's service or a Change of Control (or other similar transaction or event).

(vii) A grant of SARs may specify Management Objectives or other performance criteria that must be achieved as a condition to the exercise of such SARs or that may result in the accelerated exercisability of such SARs.

(viii) The term of each SAR shall be no more than ten (10) years from the date of grant thereof.

(c) *Restricted Stock*. The Committee may, from time to time and upon such terms and conditions as it may determine, authorize the grant to Participants of Restricted Stock. Each such grant shall (unless otherwise determined by the Committee or unless otherwise set forth in an individual Award Agreement) be subject to the following provisions:

(i) Each grant of Restricted Stock will be evidenced by an Award Agreement which will be subject to the Plan and will contain such terms and provisions, consistent with the Plan, as the Committee may approve from time to time. Unless otherwise directed by the Committee, all Restricted Stock will be held in custody by the Company or its transfer agent and registrar until all restrictions thereon have lapsed.

(ii) Each grant of Restricted Stock will specify the number of Shares to which it pertains.

(iii) Each grant of Restricted Stock will specify the period that must be satisfied before the restrictions pertaining to such grant or sale of Restricted Stock will lapse and the Restricted Stock will become vested, and/or may provide that all or a portion of the restrictions pertaining to such Restricted Stock will lapse upon achievement of Management Objectives or other performance criteria.

(iv) Each grant of Restricted Stock will provide that, during the period for which the risk of forfeiture continues, the transferability of the Restricted Stock will be prohibited or restricted in the manner and to the extent prescribed by the Committee at the date of grant (which restrictions may include, without limitation, rights of repurchase or first refusal in the Company or provisions subjecting the Restricted Stock to a continuing substantial risk of forfeiture in the hands of any transferee).

(v) A grant of Restricted Stock may provide for the accelerated vesting of such Restricted Stock in whole or in part in the event of the retirement, death, Disability or other termination of the Participant's service or a Change of Control (or other similar transaction or event).

(d) *Restricted Stock Units*. The Committee may, from time to time and upon such terms and conditions as it may determine, authorize the grant to Participants of Restricted Stock Units. Except as otherwise provided in Section 6(e) below, each such grant shall (unless otherwise determined by the Committee or unless otherwise set forth in an individual Award Agreement) be subject to the following provisions:

(i) Each grant of Restricted Stock Units will be evidenced by an Award Agreement which will be subject to the Plan and will contain such terms and provisions, consistent with the Plan, as the Committee may approve from time to time.

(ii) Each grant of Restricted Stock Units will specify the number of Shares to which it pertains.

(iii) A grant of Restricted Stock Units may provide for the accelerated vesting of such Restricted Stock Units in whole or in part in the event of the retirement, death, Disability or other termination of the Participant's service or a Change of Control (or other similar transaction or event).

(iv) A grant of Restricted Stock Units may specify, in respect of Management Objectives or other performance criteria, a minimum acceptable level of achievement and may set forth a formula for determining the number of Restricted Stock Units that will vest if performance is at or above the minimum level, but falls short of maximum achievement of the specified Management Objectives or other performance criteria.

(v) A Participant that receives Restricted Stock Units will have no rights of ownership in such Restricted Stock Units and will have no right to vote the Shares underlying such Restricted Stock Units.

(e) *Senior Executive Long Term Incentive Restricted Stock Units*. The Committee may, from time to time and upon such terms and conditions as it may determine, subject to the limitations set forth in Section 5, authorize the grant to senior executive officers of the Company of Senior Executive Long Term Incentive Restricted Stock Units. Notwithstanding anything to the contrary set forth herein, the senior executive officers who received Initial Grants pursuant to Section 6(e)(vi) may not receive additional grants of Senior Executive Long Term Incentive Restricted Stock Units. Each such grant shall (unless otherwise determined by the Committee or unless otherwise set forth in an individual Award Agreement) be subject to the following provisions:

(i) Each grant of Senior Executive Long Term Incentive Restricted Stock Units will be evidenced by an Award Agreement that will be subject to the Plan and will contain such terms and provisions, consistent with the Plan, as the Committee may approve from time to time.

(ii) Each grant of Senior Executive Long Term Incentive Restricted Stock Units will specify the target number of Shares to which it pertains and will further specify a target value (in dollars), which will also represent the maximum value (in dollars), that may be awarded in connection with the vesting of Senior Executive Long Term Incentive Restricted Stock Units based on (a) the Closing Fair Market Value or (b) the Proceeds Per Share on a Change of Control, in each case, as applicable.

(iii) The number of Senior Executive Long Term Incentive Restricted Stock Units that are potentially subject to vesting for any specific senior executive shall be determined at the end of the Performance Period or immediately prior to (but contingent on) the consummation of a Change of Control by first determining the dollar value of the Award by reference to the following table (by multiplying the target value set forth in such senior executive's Award Agreement by the applicable percentage) and then dividing that amount by the Closing Fair Market Value or Proceeds Per Share, as applicable (the resulting number of Senior Executive Long Term Incentive Restricted Stock Units being referred to as the " *Calculated Restricted Stock Units* "):

Closing Fair Market Value or the Proceeds Per Share on a Change of Control that occurs during the Performance Period	Percent of Target Value (in dollars) Subject to Vesting if Benchmark Performance Met	Percent of Target Value (in dollars) Subject to Vesting if Benchmark Performance Not Met
Less than \$16	0%	0%
\$16	50%	25%
\$20 or greater	100%	50%

If the Closing Fair Market Value or the Proceeds Per Share on a Change of Control that occurs during the Performance Period is between \$16.00 and \$20.00, the dollar value of the award shall be determined based on straight line interpolation.

(iv) 50% of any Calculated Restricted Stock Units determined at the end of the Performance Period will convert into unrestricted Shares of Common Stock (one Share per Senior Executive Long Term Incentive Restricted Stock Unit), subject to the senior executive officer's Continuous Service through the end of the Performance Period. The remaining 50% of such Calculated Restricted Stock Units will vest subject to the senior executive officer's Continuous Service through the one-year anniversary of the end of the Performance Period (the " *Deferred Vesting Restricted Stock Units* "). 100% of any Calculated Restricted Stock Units determined in connection with a Change of Control will vest, subject to the senior executive officer's Continuous Service through the consummation of the Change of Control and shall either (i) be converted into unrestricted Shares of Common Stock (one Share per Senior Executive Long Term Incentive Restricted Stock Unit) immediately prior to (but contingent upon) the consummation of a Change of Control or (ii) be cancelled in connection with the consummation of a Change of Control in exchange for a payment to the senior executive officer for each such vested Senior Executive Long Term Incentive Restricted Stock Unit equal to the Proceeds Per Share, as determined by the Committee, such payment to be made within 30 days of the consummation of the Change of Control.

(v) A senior executive officer who receives Senior Executive Long Term Incentive Restricted Stock Units will have no rights of ownership in the Shares underlying such Senior Executive Long Term Incentive Restricted Stock Units and will have no right to vote the Shares underlying such Senior Executive Long Term Incentive Restricted Stock Units. A senior executive officer will not receive dividends with respect to Senior Executive Long Term Incentive Restricted Stock Units.

(vi) The initial grants of Senior Executive Long Term Incentive Restricted Stock Units under this Section 6(e) (“*Initial Grants*”) shall be as follows:

<b>Name</b>	<b>Target Value</b>	<b>Target Number of RSUs</b>
James B. DeBello	\$12,000,000	600,000
Stephen Ritter	\$8,000,000	400,000
Russell C. Clark	\$6,000,000	300,000
<b>Total Initial Grants</b>	<b>\$26,000,000.00</b>	<b>1,300,000</b>

If stockholder approval in accordance with Section 22 below is not obtained, all Senior Executive Long Term Incentive Restricted Stock Units granted under this Section 6(e), including the Initial Grants, shall be null and void.

(vii) Notwithstanding anything to the contrary herein including, for the avoidance of doubt, Section 9 below, the following provisions shall apply to Senior Executive Long Term Incentive Restricted Stock Units in the event of a senior executive officer’s death, Disability, termination or resignation:

(A) *Death; Disability; Termination Without Cause; Resignation for Good Reason* . If a senior executive officer’s employment is terminated by virtue of the senior executive officer’s death, or if a senior executive officer’s employment is terminated by the Company on account of the senior executive officer’s Disability or without Cause, or if a senior executive officer’s employment is terminated by the senior executive officer for Good Reason (each, a “*Qualifying Termination*”), in each case following at least one year of Continuous Service during the Performance Period, then the number of Senior Executive Long Term Incentive Restricted Stock Units earned, if any, shall be determined by multiplying (i) the number of Senior Executive Long Term Incentive Restricted Stock Units that would have been earned based on actual performance as of the end of the Performance Period as if the senior executive officer had remained employed through the one-year anniversary of the Performance Period determined under Sections 6(e)(iii) and 6(e)(iv) by (ii) a fraction, the numerator of which is the number of days in the Performance Period preceding the employment termination date and the denominator of which is the actual number of days in the Performance Period. Furthermore, if a senior executive officer experiences a Qualifying Termination following the end of the Performance Period, any Deferred Vesting Restricted Stock Units shall vest in full.

(B) *Subsequent Change of Control* . If a Change of Control occurs following a Qualifying Termination of a senior executive officer’s employment after more than one year of Continuous Service during the Performance Period but prior to the end of the Performance Period, then the number of Senior Executive Long Term Incentive Restricted Stock Units earned, if any, shall be determined under this Section 6(e)(vii)(B) instead of Section 6(e)(vii)(A) by multiplying (i) the number of Senior Executive Long Term Incentive Restricted Stock Units that would have been earned determined under Section 6(e)(iii) based on the Proceeds Per Share by (ii) a fraction, the numerator of which is the number of days in the Performance Period preceding the date of the Qualifying Termination and the denominator of which is the actual number of days in the Performance Period. If a Change of Control occurs following the end of the Performance Period, any Deferred Vesting Restricted Stock Units shall vest in full and be settled in accordance with subsection (i) or (ii) of Section 6(e)(iv) above.

(C) *Termination for Cause; Resignation without Good Reason* . A senior executive officer who is terminated for Cause or who resigns without Good Reason shall, unless otherwise determined by the Committee, immediately forfeit, effective as of the date the senior executive officer engages in such conduct giving rise to his or her termination for Cause or the date of the senior executive officer’s resignation without Good Reason, all unearned and/or unpaid Senior Executive Long Term Incentive Restricted Stock Units, including without limitation, Senior Executive Long Term Incentive Restricted Stock Units earned but not yet paid, if any, accrued on the foregoing.

(f) *Senior Executive Plan Bonuses* . The Committee may from time to time authorize the payment of annual incentive compensation to a Participant who is a Covered Employee, which incentive compensation will become payable upon achievement of specified Management Objectives. Senior Executive Plan Bonuses will be payable upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(i) No later than ninety (90) days after the first day of the Performance Period, the Committee will specify the Management Objectives that, if achieved, will result in the payment of a Senior Executive Plan Bonus for such Performance Period.

(ii) Following the close of the Performance Period, the Committee will certify in writing whether the specified Management Objectives have been achieved. Approved minutes of a meeting of the Committee at which such certification is made will be treated as written certification for this purpose. The Committee will also specify the time and manner of payment of a Senior Executive Plan Bonus that becomes payable, which payment may be made in (i) cash, (ii) Common Stock having an aggregate Fair Market Value equal to the aggregate value of the Senior Executive Plan Bonus which has become payable, or (iii) any combination thereof, as determined by the Committee in its discretion at the time of payment.

(iii) The Committee may provide that, if a Change of Control of the Company occurs during a Performance Period, the Senior Executive Plan Bonus payable to each Participant for the Performance Period will be determined at the highest level of achievement of the Management Objectives, without regard to actual performance and without proration for less than a full Performance Period. In such event, the Senior Executive Plan Bonus will be paid at such time following the Change of Control as the Committee determines in its discretion, but in no event later than thirty (30) days after the date of an event which results in a Change of Control.

(iv) Each grant may be evidenced by an Award Agreement, which will contain such terms and provisions as the Committee may determine consistent with the Plan, including without limitation provisions relating to the Participant's termination of employment by reason of retirement, death, Disability or otherwise.

(v) Notwithstanding any contrary provision of the Plan, the Committee may, in its sole discretion and for any reason or no reason, eliminate or reduce the amount of a Senior Executive Plan Bonus which would otherwise be payable under the Plan, but shall not have the right to increase the amount of a Senior Executive Plan Bonus above that which would otherwise be available under the Plan.

#### *7. Terms and Conditions of Awards.*

##### *(a) Acquisitions and Other Transactions .*

(i) *In General* . To the extent permitted by Applicable Laws, the Committee may issue Awards under the Plan in settlement, assumption or substitution for, outstanding awards or obligations to grant future awards in connection with the Company or a Related Entity engaging in an acquisition or merger (e.g., as currently permitted under NASDAQ Listing Rule 5635(c)(3) and NASDAQ IM-5635-1) and may issue Awards under the Plan as inducement awards (e.g., as currently permitted under NASDAQ Listing Rule 5635(c)(4) and NASDAQ IM-5635-1) and such Awards shall not count against the Share reserve under the Plan described in Section 4(a). In the case of an Award issued pursuant to this Section 7(a)(i), the exercise or purchase price for the Award shall be determined in accordance with the provisions of the relevant instrument evidencing the agreement to issue such Award.

(ii) *Other Acquisitions and Transactions* . To the extent permitted by Applicable Laws, the Committee may issue Awards under the Plan in settlement, assumption or substitution for, outstanding awards or obligations to grant future awards in connection with the Company or a Related Entity acquiring another entity, an interest in another entity or an additional interest in a Related Entity whether by merger, stock purchase, asset purchase or other form of transaction not described in Section 7(a)(i). In the case of an Award issued pursuant to this Section 7(a)(ii), the exercise or purchase price for the Award shall be determined in accordance with the provisions of the relevant instrument evidencing the agreement to issue such Award. To the extent required by Applicable Laws, such grants shall count against the Share reserve under the Plan described in Section 4(a).

(b) *Deferral of Award Payment* . The Committee may establish one or more programs under the Plan to permit selected Participants the opportunity to elect to defer receipt of consideration upon exercise of an Award, satisfaction of performance criteria, or other event that absent the election would entitle the Participant to payment or receipt of Shares or other consideration under an Award. The Committee may establish the election procedures, the timing of such elections, the mechanisms for payments of, and accrual of interest or other earnings, if any, on amounts, Shares or other consideration so deferred, and such other terms, conditions, rules and procedures that the Committee deems advisable for the administration of any such deferral program.



(c) *Separate Programs; Individual Limitations on Non-Cash Awards* . The Committee may establish one or more separate programs under the Plan for the purpose of issuing particular forms of Awards to one or more classes of Participants on such terms and conditions as determined by the Committee from time to time. The maximum number of Shares with respect to which a participant may be granted Options, SARs, Restricted Stock and/or Restricted Stock Units in any calendar year shall be equal to the Initial Shares, less the Initial Shares reserved for issuance pursuant to Senior Executive Long Term Incentive Restricted Stock Units. The maximum number of Shares with respect to which a senior executive officer may be granted Senior Executive Long Term Incentive Restricted Stock Units in the aggregate shall be equal to 600,000 Shares. The foregoing limitations shall be adjusted proportionately in connection with any change in the Company's capitalization pursuant to Section 12 below. To the extent required by Section 162(m) of the Code or the regulations thereunder, in applying the foregoing limitations with respect to a Participant, if any Award is canceled, the canceled Award shall continue to count against the maximum number of Shares with respect to which Awards may be granted to the Participant. If the vesting or receipt of Shares under an Award is deferred to a later date, any amount (whether denominated in Shares or cash) paid in addition to the original number of Shares subject to such Award will not be treated as an increase in the number of Shares subject to the Award (but any such amount paid in Shares will be counted against the total Shares available under the Plan) if the additional amount is based either on a reasonable rate of interest or on one or more predetermined actual investments such that the amount payable by the Company at the later date will be based on the actual rate of return of a specific investment (including any decrease as well as any increase in the value of an investment).

(d) *Individual Limitations on Cash Awards*.

(i) *Individual Limit for Senior Executive Plan Bonuses* . For awards of Senior Executive Plan Bonuses, the maximum amount with respect to which such Awards may be granted to any Participant in any calendar year shall be \$1,000,000.

(ii) *Individual Limit for Cash Awards* . For awards of cash, the maximum amount with respect to which such Awards may be granted to any Participant in any calendar year shall be \$1,000,000.

(e) *Transferability of Awards* . Except as otherwise permitted by the Committee or as otherwise provided herein, Awards may not be pledged, assigned, hypothecated or transferred in any manner (whether by operation of law or otherwise), other than by will or by the laws of descent or distribution, and may be exercised during the lifetime of the Participant only by the Participant. Notwithstanding the foregoing, the Participant may designate one or more beneficiaries of the Participant's Award in the event of the Participant's death on a beneficiary designation form provided by the Committee.

(f) *Limited Exception to Nontransferability* . Notwithstanding Section 7(e), the Committee may determine that a Non-Qualified Stock Option may be transferred by a Participant to one or more members of such Participant's immediate family, to a partnership of which the only partners are members of such Participant's immediate family, or to a trust established by a Participant for the benefit of one or more members of such Participant's immediate family. For this purpose, "immediate family" means a Participant's spouse, parents, children, grandchildren and the spouses of such parents, children and grandchildren. A transferee described in this Section 7(f) may not further transfer such Non-Qualified Stock Option. A trust described in this Section 7(f) may not be amended to benefit any person other than a member of the Participant's immediate family. A Non-Qualified Stock Option transferred pursuant to this Section 7(f) shall remain subject to the provisions of the Plan, including, but not limited to, the provisions of Section 9 relating to the effect on the Non-Qualified Stock Option of the termination of employment, Disability or death of the Participant, and shall be subject to such other rules as the Committee shall determine.

(g) *Time of Granting Awards* . The date of grant of an Award shall for all purposes be the date on which the Committee makes the determination to grant such Award, or such other date as is determined by the Committee.

(h) *Dividend Equivalents* . Subject to the provisions of the Plan and any Award Agreement, the recipient of an Award other than an Option, SAR, or Senior Executive Long Term Incentive Restricted Stock Unit may, if so determined by the Committee, be entitled to receive, currently or on a deferred basis, amounts equivalent to cash, stock or other property dividends on Shares ("*Dividend Equivalents*") with respect to the number of Shares covered by the Award, as determined by the Committee, in its sole discretion. The Committee may provide that the Dividend Equivalents (if any) shall be deemed to have been reinvested in additional Shares or otherwise reinvested and may provide that the Dividend Equivalents are subject to the same vesting or performance conditions as the underlying Award. Notwithstanding the foregoing, Dividend Equivalents distributed in connection with an Award that vests based on the achievement of Management Objectives or other performance criteria shall be subject to restrictions and risk of forfeiture to the same extent as the Award with respect to which such cash, stock or other property has been distributed.

8. *Consideration and Taxes.*

(a) *Consideration* . Subject to Applicable Laws, the consideration to be paid for the Shares to be issued upon exercise or purchase of an Award, including the method of payment, shall be determined by the Committee. In addition to any other types of consideration the Committee may determine, the Committee is authorized to accept as consideration for Shares issued under the Plan the following, provided that the portion of the consideration equal to the par value of the Shares must be paid in cash or other legal consideration permitted by the Delaware General Corporation Law:

(i) cash;

(ii) check;

(iii) surrender of Shares or delivery of a properly executed form of attestation of ownership of Shares as the Committee may require which have a Fair Market Value on the date of surrender or attestation equal to the aggregate exercise price of the Shares as to which said Award shall be exercised;

(iv) with respect to Options, payment through a broker-dealer sale and remittance procedure pursuant to which the Participant (A) shall provide written instructions to a Company designated brokerage firm to effect the immediate sale of some or all of the purchased Shares and remit to the Company sufficient funds to cover the aggregate exercise price payable for the purchased Shares and (B) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction;

(v) with respect to Options, payment through a “net exercise” such that, without the payment of any funds, the Participant may exercise the Option and receive the net number of Shares equal to (A) the number of Shares as to which the Option is being exercised, multiplied by (B) a fraction, the numerator of which is the Fair Market Value per Share (on such date as is determined by the Committee) less the Exercise Price per Share, and the denominator of which is such Fair Market Value per Share (the number of net Shares to be received shall be rounded down to the nearest whole number of Shares);

(vi) promissory note (if not otherwise prohibited by Applicable Laws); or

(vii) any combination of the foregoing methods of payment.

The Committee may at any time or from time to time, by adoption of or by amendment to the standard forms of Award Agreement described in Section 3(c)(iv), or by other means, grant Awards which do not permit all of the foregoing forms of consideration to be used in payment for the Shares or which otherwise restrict one or more forms of consideration. Except as required by Applicable Laws, the Committee is not required to accept any of the above forms of consideration, as long as the Committee provides for a reasonable payment alternative.

(b) *Taxes* . No Shares shall be delivered under the Plan to any Participant or other person until such Participant or other person has made arrangements acceptable to the Committee for the satisfaction of any non-U.S., federal, state, or local income and employment tax withholding obligations, including, without limitation, obligations incident to the receipt of Shares. Upon exercise or vesting of an Award the Company shall withhold or collect from the Participant an amount sufficient to satisfy such tax obligations, including, but not limited to, by surrender of the whole number of Shares covered by the Award sufficient to satisfy the minimum applicable tax withholding obligations incident to the exercise or vesting of an Award.

9. *Death, Disability and Termination.*

This Section 9 shall not apply to Senior Executive Long Term Incentive Restricted Stock Units.

(a) *Death* . The Committee shall have the authority to promulgate rules and regulations to determine the treatment of a Participant under the Plan in the event of such Participant’s death. Unless otherwise provided in an individual Award Agreement, in the event of a Participant’s death, any Award granted to such Participant under the Plan may be exercised in whole or in part at any time within the earlier to occur of (i) one (1) year after the date of the Participant’s death, or (ii) the date on which such Award expires by its terms; provided, however, that such Award may only be exercised to the extent such Participant’s right to exercise such Award had vested or accrued at the time of such Participant’s death. Any Awards (or portions thereof) that are not exercisable on the date of termination of a Participant’s status as an Employee, Director or Consultant, as applicable, for any reason shall lapse and automatically be canceled.

(b) *Disability* . The Committee shall have the authority to promulgate rules and regulations to determine the treatment of a Participant under the Plan in the event of such Participant's Disability. Unless otherwise provided in an individual Award Agreement, in the event that a Participant's status as an Employee, Director or Consultant terminates due to the Participant's Disability, any Award granted to such Participant may be exercised in whole or in part at any time within the earlier to occur of (i) one (1) year after the Participant's termination of status as an Employee, Director or Consultant, as applicable, due to Disability, or (ii) the date on which such Award expires by its terms; provided, however, that such Award may only be exercised to the extent such Participant's right to exercise such Award had vested or accrued at the time of the Participant's termination of status as an Employee, Director or Consultant, as applicable, due to Disability; provided, further, that if an Incentive Stock Option is not exercised within three (3) months following a termination of status as an Employee, Director or Consultant, as applicable, due to Disability, it shall be treated as a Non-Qualified Stock Option. Any Awards (or portions thereof) that are not exercisable on the date of termination of a Participant's status as an Employee, Director or Consultant, as applicable, for any reason shall lapse and automatically be canceled.

(c) *Termination Without Cause* . The Committee shall have the authority to promulgate rules and regulations to determine the treatment of a Participant under the Plan in the event of such Participant's Termination Without Cause. Except as otherwise provided in an individual Award Agreement, in the event of a Participant's Termination Without Cause, any Award granted to such Participant may be exercised in whole or in part at any time within the earlier to occur of (i) ninety (90) days after the Participant's Termination Without Cause, or (ii) the date on which such Award expires by its terms; provided, however, that such Award may only be exercised to the extent such Participant's right to exercise such Award had vested or accrued at the time of the Participant's Termination Without Cause. Any Awards (or portions thereof) that are not exercisable on the date of termination of a Participant's status as an Employee, Director or Consultant, as applicable, for any reason shall lapse and automatically be canceled.

(d) *Termination for Cause* . A Participant who is terminated for Cause shall, unless otherwise determined by the Committee, immediately forfeit, effective as of the date the Participant engages in such conduct giving rise to his or her termination for Cause, all unexercised, unearned and/or unpaid Awards, including without limitation, Awards earned but not yet paid, all unpaid dividends and dividend equivalents and all interest, if any, accrued on the foregoing.

#### 10. *Exercise of Award.*

##### (a) *Procedure for Exercise; Rights as a Stockholder* .

(i) Subject to Section 9, any Award granted hereunder shall be exercisable at such times and under such conditions as determined by the Committee under the terms of the Plan and specified in the Award Agreement.

(ii) An Award shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Award by the person entitled to exercise the Award and full payment for the Shares with respect to which the Award is exercised has been made, including, to the extent selected, use of the broker-dealer sale and remittance procedure to pay the purchase price as provided in Section 8(a)(iv).

(iii) No Participant or beneficiary thereof shall have any rights as a stockholder of the Company with respect to any Shares underlying an Award until the date of exercise and deemed issuance of shares to such Participant.

##### (b) *Exercise of Award Following Termination of Continuous Service* .

(i) An Award may not be exercised after the termination date of such Award set forth in the Award Agreement and, subject to Section 9, may be exercised following the termination of a Participant's Continuous Service only to the extent provided in the Award Agreement.

(ii) Where the Award Agreement permits a Participant to exercise an Award following the termination of the Participant's Continuous Service for a specified period, the Award shall terminate to the extent not exercised on the last day of the specified period or the last day of the original term of the Award, whichever occurs first.

(iii) Any Award designated as an Incentive Stock Option, to the extent not exercised within the time permitted by Applicable Laws for the exercise of Incentive Stock Options following the termination of a Participant's Continuous Service, shall convert automatically to a Non-Qualified Stock Option and thereafter shall be exercisable as such to the extent exercisable by its terms for the period specified herein or in the Award Agreement.

11. *Conditions Upon Issuance of Shares.*

(a) If at any time the Committee determines that the delivery of Shares pursuant to the exercise, vesting or any other provision of an Award is or may be unlawful under Applicable Laws, the vesting or right to exercise an Award or to otherwise receive Shares, cash or other consideration pursuant to the terms of an Award shall be suspended until the Committee determines that such delivery is lawful and shall be further subject to the approval of counsel for the Company with respect to such compliance. The Company shall have no obligation to effect any registration or qualification of the Shares under federal or state laws.

(b) As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares, or to make such other representations and warranties if, in the opinion of counsel for the Company, any such representations or warranties are required by any Applicable Laws.

12. *Adjustments Upon Changes in Capitalization.* Subject to any required action by the stockholders of the Company, the number of Shares covered by each outstanding Award, and the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan, the exercise or purchase price of each such outstanding Award, the maximum number of Shares with respect to which Awards may be granted to any Participant in any calendar year, as well as any other terms that the Committee determines require adjustment, shall be proportionately adjusted for (i) any increase or decrease in the number of issued Shares resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Shares, or similar transaction affecting the Shares, (ii) any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, or (iii) any other transaction with respect to Common Stock including a corporate merger, consolidation, acquisition of property or stock, separation (including a spin-off or other distribution of stock or property), reorganization, liquidation (whether partial or complete) or any similar transaction; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Any such adjustments to outstanding Awards will be effected in a manner that precludes the material enlargement of rights and benefits under such Awards. Adjustments and any determinations or interpretations shall be made by the Committee and its determination shall be final, binding and conclusive. In connection with the foregoing adjustments, the Committee may, in its sole discretion, prohibit the exercise of Awards or other issuance of Shares, cash or other consideration pursuant to Awards during certain periods of time. Except as determined by the Committee, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award.

13. *Change of Control.*

(a) *Continuation of Awards to Extent Assumed or Replaced in Change of Control.* Except as otherwise provided in an individual Award Agreement or Section 6(e), effective upon a Change of Control, all outstanding Awards under the Plan that are expressly Assumed by the Acquiring Company shall remain outstanding and shall continue to vest and become exercisable in accordance with their terms, subject to appropriate adjustment to the type and number of Shares and exercise price to take into account the Change of Control.

(b) *Acceleration of Award upon Change of Control.* Except as otherwise provided in an individual Award Agreement or Section 6(e), in the event of a Change of Control, the portion of each Award that is neither Assumed nor Replaced by the Acquiring Company shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights for all of the Shares (or other consideration) represented by such Award or portion of the Award, immediately prior to the specified effective date of such Change of Control. Notwithstanding the foregoing and subject to Section 6(f)(iii), unless otherwise specified in an Award Agreement or other agreement between the Participant and the Company, no cash Awards under any Senior Executive Plan Bonus or otherwise will be paid in connection with a Change of Control.

(c) *Cashing Out of Awards.* In the case of a proposed Change of Control, the Committee may, but shall not be obligated to, prior to the occurrence of the Change of Control, declare and provide written notice to the holders of all outstanding Options and SARs of the declaration that the outstanding Options and SARs shall accelerate and become exercisable in full and that all such Options and SARs, whether or not exercisable prior to such acceleration, must be exercised within the period of time set forth in such notice or they will terminate. In connection with any declaration pursuant to this Section 13(c), the Committee shall provide for a cash payment (or if the Committee so elects in lieu of solely cash, such form(s) of consideration, including cash and/or property, singly or in such combination as the Committee shall determine, that the Participant would have received as a result of the Change of Control if the holder of the Option or SAR had exercised the Option or SAR immediately prior to the Change of Control) to each holder of an Option or SAR that is terminated in an amount equal to, for each Share covered by a canceled Option or SAR, (i) in the case of an Option, the amount, if any, by which the Proceeds Per Share (as defined below) exceeds the exercise price per share

covered by such Option or (ii) for each SAR, the amount, if any, by which the Proceeds Per Share exceeds the base appreciation amount applicable to such SAR. In the event of a declaration pursuant to this Section 13(c), each Option and SAR, to the extent that it has not been exercised prior to the Change of Control, shall be canceled at the time of, or immediately prior to, the Change of Control, as provided in the declaration. Notwithstanding the foregoing, the holder of each Option or SAR shall not be entitled to the payment provided for in this Section 13(c) if the Option or SAR shall have expired or been forfeited.

(d) *Cancellation of Options and SARs* . In connection with a Change of Control, the Committee may, but shall not be obligated to, declare that if (i) in the case of an Option, the Proceeds Per Share applicable to the vested portion of such Option is less than the exercise price per Share applicable to the vested portion of such Option, or (ii) in the case of a SAR, the Proceeds Per Share applicable to the exercisable portion of such SAR is less than the base appreciation amount applicable to the exercisable portion of such SAR, no consideration shall be payable to the Participant with respect to such portion of the Option or SAR, as applicable, and such Option or SAR, as applicable, shall be canceled at the time of, or immediately prior to, the Change of Control.

(e) *Effect of Acceleration on Incentive Stock Options* . Any Incentive Stock Option accelerated pursuant to this Section 13 shall remain exercisable as an Incentive Stock Option under the Code only to the extent the \$100,000 limitation of Section 422(d) of the Code is not exceeded.

14. *Effective Date and Term of Plan*. The Plan shall become effective upon its approval by the Company's stockholders. It shall continue in effect until the earlier of (i) all Shares subject to the Plan have been distributed, (ii) all Awards have expired or terminated, (iii) termination pursuant to Section 18, and (iv) ten (10) years from the date the Plan was last approved by the Company's stockholders pursuant to Applicable Laws.

15. *Recoupment of Awards*. Unless otherwise specifically provided in an Award Agreement, and to the extent permitted by Applicable Laws, the Committee may, in its sole discretion and authority, without obtaining the approval or consent of the Company's stockholders or of any Participant with respect to his or her outstanding Awards, require that any Participant reimburse the Company for all or any portion of any Awards granted under this Plan (" *Reimbursement* "), or the Committee may require the termination of any outstanding, unexpired, unpaid or deferred Awards (" *Termination* "), rescission of any delivery pursuant to the Award (" *Rescission* ") or Rescission or recapture of any Shares (whether restricted or unrestricted) or proceeds from the Participant's sale of Shares issued pursuant to the Award (" *Recapture* "), if and to the extent:

(a) the granting, vesting or payment of such Award was predicated on the achievement of certain financial results that were subsequently the subject of a material financial restatement;

(b) in the Committee's view, the Participant engaged in fraud or misconduct that caused or partially caused the need for a material financial restatement by the Company or any Affiliate; and

(c) a lower granting, vesting or payment of such Award otherwise would have occurred.

In addition, the Committee may require the Termination or Rescission of, or the Recapture related to, any Award, if and to the extent required by Applicable Laws. In each instance, the Committee will, to the extent practicable and allowable under Applicable Laws, require Reimbursement, Termination or Rescission of, or Recapture relating to, any such Award granted to a Participant, provided that the Company will not seek Reimbursement, Termination or Rescission of, or Recapture relating to, any such Awards that were paid or vested more than three (3) years prior to the first date of the applicable restatement period, unless required to do so by Applicable Laws.

16. *Section 409A and Tax Consequences.* To the extent the Committee determines that any Award granted under the Plan is subject to Section 409A, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A. To the extent applicable, the Plan and applicable Award Agreement shall be interpreted in accordance with Section 409A and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation, any such regulations or other guidance that may be issued after the adoption of this Plan. Notwithstanding any provision of the Plan to the contrary, the Committee may adopt such amendments to the Plan and applicable Award Agreement, adopt other policies and procedures (including amendments, policies and procedures with retroactive effect) or take any other actions that the Committee determines are necessary or appropriate to (i) exempt such Award from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) comply with the requirements of Section 409A and related Department of Treasury guidance and thereby avoid the application of any penalty taxes under Section 409A, including by retroactively cancelling such Award Agreement. The Company makes no guarantees with respect to the tax treatment relating to any Award hereunder. Neither the Company, any Related Entity, nor any of their respective directors, officers, or employees shall be liable to any Participant with respect to any negative tax consequences that arise with respect to any Award.

17. *Compliance With Section 16(b) of the Exchange Act and Section 162(m) of the Code.* In the case of Participants who are or may be subject to Section 16 of the Exchange Act, it is the intent of the Company that the Plan and any Award granted hereunder satisfy and be interpreted in a manner that satisfies the applicable requirements of Rule 16b-3 under the Exchange Act, so that such Participants will be entitled to the benefits of Rule 16b-3 under the Exchange Act or other rules of exemption under Section 16 of the Exchange Act and will not be subjected to liability thereunder. If any provision of the Plan or any Award would otherwise conflict with the intent expressed herein, that provision, to the extent possible, shall be interpreted and deemed amended so as to avoid such conflict. To the extent of any remaining irreconcilable conflict with the intent expressed herein, such provision shall be deemed void as applicable to Participants who are or may be subject to Section 16 of the Exchange Act. If any Award hereunder is intended to qualify as Performance-Based Compensation, the Committee shall not exercise any discretion to increase the payment under such Award except to the extent permitted by Section 162(m) of the Code and the regulations thereunder.

18. *Amendment, Suspension or Termination of the Plan.*

(a) The Board may at any time amend, suspend or terminate the Plan; provided, however, that no such amendment shall be made without the approval of the Company's stockholders to the extent such approval is required by Applicable Laws, or if such amendment would lessen the stockholder approval requirements of Section 3(c)(vi) or this Section 18(a).

(b) If the Plan is terminated, the terms of the Plan shall, notwithstanding such termination, continue to apply to Awards granted prior to such termination. No amendment, suspension or termination of the Plan may, without the consent of the Participant to whom an Award shall theretofore have been granted, materially adversely affect the rights of such Participant under such Award, except to the extent any such action is undertaken to cause the Plan to comply with Applicable Laws.

(c) No Award may be granted during any suspension of the Plan or after termination of the Plan.

(d) No suspension or termination of the Plan shall adversely affect any rights under Awards already granted to a Participant.

19. *Reservation of Shares.*

(a) The Company, during the term of the Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

(b) The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

20. *No Effect on Terms of Employment/Consulting Relationship.* The Plan shall not confer upon any Participant any right with respect to the Participant's Continuous Service, nor shall it interfere in any way with his or her right or the right of the Company or any Related Entity to terminate the Participant's Continuous Service at any time, with or without Cause and with or without notice.

21. *No Effect on Retirement and Other Benefit Plans.* Except as specifically provided in a retirement or other benefit plan of the Company or a Related Entity, Awards shall not be deemed compensation for purposes of computing benefits or contributions under any retirement plan of the Company or a Related Entity, and shall not affect any benefits under any other benefit plan of any kind or any benefit plan subsequently instituted under which the availability or amount of benefits is related to level of compensation.

22. *Stockholder Approval.* The grant of Awards under the Plan shall be subject to approval by the Company's stockholders within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval shall be obtained in the degree and manner required under Applicable Laws. To the extent permitted by Applicable Laws, the Committee may grant Awards under the Plan prior to approval by the stockholders, but until such approval is obtained, no such Award shall be exercisable and no amounts shall be payable with respect thereto and each such award shall automatically terminate without compensation therefore, to the extent stockholder approval is not timely obtained. For the avoidance of doubt, to the extent approval by the Company's stockholders is not obtained within twelve (12) months after the date the Plan, as amended and restated, is adopted by the Board, the Plan shall continue in effect as if the Plan had not been amended and restated.

23. *Unfunded Obligation.* Participants shall have the status of general unsecured creditors of the Company. Any amounts payable to Participants pursuant to the Plan shall be unfunded and unsecured obligations for all purposes. Neither the Company nor any Related Entity shall be required to segregate any monies from its general funds, or to create any trusts or establish any special accounts with respect to such obligations. The Company shall retain at all times beneficial ownership of any investments, including trust investments, which the Company may make to fulfill its payment obligations hereunder. Any investments or the creation or maintenance of any trust or any Participant account shall not create or constitute a trust or fiduciary relationship between the Committee, the Company or any Related Entity and a Participant, or otherwise create any vested or beneficial interest in any Participant or the Participant's creditors in any assets of the Company or a Related Entity. The Participants shall have no claim against the Company or any Related Entity for any changes in the value of any assets that may be invested or reinvested by the Company with respect to the Plan.

24. *Construction.* Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

25. *Choice of Law.* To the extent that U.S. federal law does not apply, and except as expressly set forth in an applicable Award Agreement, this Plan, the Awards, all documents evidencing Awards and all other related documents shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to principles of conflicts of laws.

26. *Severability.* In the event that any one or more of the provisions of this Plan shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. If, in the opinion of any court of competent jurisdiction, such provision or provisions are not enforceable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions to make them enforceable and to enforce the remainder of these provisions as so amended.

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AMENDED AND RESTATED MITEK SYSTEMS, INC.

2012 INCENTIVE PLAN

STOCK OPTION AGREEMENT

Pursuant to the Amended and Restated Mitek Systems, Inc. 2012 Incentive Plan (the “*Plan*”), Mitek Systems, Inc. (the “*Company*”) hereby grants to you, «**Name**» (the “*Participant*”) an option to purchase that number of shares of Common Stock set forth below (the “*Option*”), subject to the terms and conditions below. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Plan, a copy of which is attached hereto as Attachment 1.

**1. GOVERNING PLAN DOCUMENT** . Your Option is subject to all of the provisions of the Plan, which provisions are hereby made a part of this Stock Option Agreement. In the event of any conflict between the provisions of this Stock Option Agreement and the provisions of the Plan, the provisions of the Plan shall control in all respects, provided that to the extent a term is separately defined in this Stock Option Agreement, such definition will supersede the definition contained in Section 2 of the Plan.

**2. DETAILS OF OPTION** . The details of your Option are as follows:

Date of Grant: \_\_\_\_\_  
Vesting Commencement Date: \_\_\_\_\_  
Number of Shares Subject to Option: \_\_\_\_\_  
Exercise Price (Per Share): \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

The 10th anniversary of the Date of Grant indicated above or as otherwise set forth in the Plan.

**Type of Grant:**  Incentive Stock Option\*  
 Non-Qualified Stock Option

**Exercise Schedule:**  Same as Vesting Schedule  Early Exercise Permitted

**Vesting Schedule:**

**3. EXERCISE** . You may exercise your Option only for whole shares of Common Stock and only as set forth in the Plan. In order to exercise your Option, you must submit to the Company payment via any means permitted by the Plan for that number of shares of Common Stock you are electing to purchase pursuant to your Option. In the event that your Option is an Incentive Stock Option, by exercising your Option you expressly agree that you will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the Shares issued upon exercise of your Option that occurs within two (2) years after the date of your Option grant or within one (1) year after such shares of Common Stock are issued upon exercise of your Option. Notwithstanding the foregoing, you expressly acknowledge and agree that no Shares will be delivered to you or any other person on your behalf until you or such other person has made arrangements acceptable to the Committee for the satisfaction of any non-U.S., federal, state or local income and employment tax withholding obligations, including without limitation, obligations incident to the receipt of Shares upon exercise of this Option. Accordingly, but without limiting the generality of the foregoing, you and the Company expressly acknowledge and agree that, as a condition to the exercise of your Option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the

\* If this is an Incentive Stock Option, it (plus any other outstanding Incentive Stock Options held by the Participant) cannot be first *exercisable* for more than \$100,000 in value (measured by exercise price) in any calendar year. Any excess over \$100,000 shall be deemed a Non-Qualified Stock Option. Please refer to the Plan for additional details. Company or any of its Subsidiaries or Affiliates arising by reason of the exercise of your Option, the lapse of any substantial risk of forfeiture to which the Shares underlying your Option are subject at the time of exercise or the disposition of Shares acquired upon the exercise of your Option.



**4. "EARLY EXERCISE".** If it is indicated in Section 2 that "early exercise" of your Option is permitted, then you may elect, at any time that is both during the period of your full- or part-time employment or service with the Company or any of its Related Entities that employ you, as the case may be, and during the term of your Option, to exercise all or part of your Option, including the unvested portion of your Option; provided, however, that (i) a partial exercise of your Option shall be deemed to first cover vested Shares and then cover the earliest vesting installment of unvested Shares, (ii) any Shares so purchased from installments that have not vested as of the date of exercise shall be subject to the repurchase option in favor of the Company as described in the Company's form of Early Exercise Stock Purchase Agreement, a copy of which will be provided to you at the time you elect to "early exercise" your Option, and (iii) you shall enter into the Company's form of Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred.

**5. TERM.** You may not exercise your Option before the commencement of its term or after its term expires. The term of your Option commences on the Date of Grant indicated in Section 2 and expires upon the Expiration Date set forth in Section 2.

**6. NOT A CONTRACT OF EMPLOYMENT.** By executing this Award, you acknowledge and agree that (i) nothing in this Award or the Plan confers on you any right to be employed by, or continue any employment, service or consulting relationship with, the Company or any of its Subsidiaries or Affiliates, and (ii) the Company would not have granted this Award to you but for this acknowledgement and agreement. Under no circumstances will the Plan or this Stock Option Agreement be considered to be part of the terms and conditions of your employment with the Company or any of its Related Entities that employ you.

**7. NOTICES.** Any notices to be delivered pursuant to this Stock Option Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

**8. SEVERABILITY.** If one or more provisions of this Stock Option Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Stock Option Agreement and the balance of the Stock Option Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

**9. BINDING AND ENTIRE AGREEMENT.** The terms and conditions of this Stock Option Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Stock Option Agreement, together with the Plan and any attachments hereto or thereto, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

**10. COUNTERPARTS.** This Stock Option Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**COMPANY:**

**PARTICIPANT:**

MITEK SYSTEMS, INC .

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**GRANT SUMMARY:**

On «Grant\_Date» , «Name» hereby receives [ ] a Non-Qualified Stock Option / [ ] an Incentive Stock Option to purchase up to «Shares\_Granted» shares of Common Stock of the Company at an exercise price of \$ «Grant\_Price» per share.

AMENDED AND RESTATED MITEK SYSTEMS, INC.

2012 INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

Pursuant to the Amended and Restated Mitek Systems, Inc. 2012 Incentive Plan (the “*Plan*”), Mitek Systems, Inc. (the “*Company*”) hereby grants to you, «**Name**» (the “*Participant*”) that number of restricted units of the Company’s Common Stock set forth below (the “*Restricted Stock Unit Award*”), subject to the terms and conditions below. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Plan, a copy of which is attached hereto as Attachment 1.

**1. GOVERNING PLAN DOCUMENT.** Your Restricted Stock Unit Award is subject to all of the provisions of the Plan, which provisions are hereby made a part of this Restricted Stock Unit Award Agreement. In the event of any conflict between the provisions of this Restricted Stock Unit Award Agreement and the provisions of the Plan, the provisions of the Plan shall control in all respects, provided that to the extent a term is separately defined in this Restricted Stock Unit Award Agreement, such definition will supersede the definition contained in Section 2 of the Plan.

**2. DETAILS OF RESTRICTED STOCK UNIT AWARD .** The details of your Restricted Stock Unit Award are as follows:

Number of Shares of Common Stock

Subject to Award:

Award Date:

Vesting Schedule:

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**3. SATISFACTION OF VESTING RESTRICTIONS; ACCOUNT.** No Shares will be issued to you pursuant to your Restricted Stock Unit Award until such Shares vest in accordance with the Vesting Schedule indicated in Section 2. As soon as practicable after the date on which any Shares subject to your Restricted Stock Unit Award vest, the Company will issue to you, free from further vesting restrictions, uncertificated shares in book entry form or share certificates representing such vested whole Shares. Prior to the time any Shares subject to your Restricted Stock Unit Award vest, whenever dividends, whether payable in cash, stock or other property, are declared on such Shares, on the date any such dividend is paid, the Company will credit to a bookkeeping account (the “*Account*”) maintained by the Company for your benefit appropriate Dividend Equivalents in respect of the number of unvested Shares subject to your Restricted Stock Unit Award on the record date for such dividend. Any such Dividend Equivalent will be released from the Account and paid or issued to you as your Restricted Stock Unit Award vests. In the event that any such Dividend Equivalent consists of Shares, the Company shall issue such Shares to you free from any vesting restrictions, in uncertificated book entry form or in share certificates representing whole Shares.

**4. TERMINATION OF EMPLOYMENT OR SERVICE WITH THE COMPANY OR ANY OF ITS RELATED ENTITIES .** If, at any time prior to the vesting in full of the Shares subject to your Restricted Stock Unit Award, your full- or part-time employment or service with the Company or any of its Related Entities terminates for any reason, the unvested portion of your Restricted Stock Unit Award shall be canceled and become automatically null and void.

**5. REPRESENTATIONS.** In connection with the acquisition of Shares pursuant to this Restricted Stock Unit Award Agreement, you represent and warrant to the Company that you have no present intention of distributing or selling the Shares, except as permitted under applicable securities laws. You further acknowledge and agree that your ability to sell the Shares may be limited by the Securities Act of 1933, as amended (including without limitation, Rule 144 promulgated thereunder), and by the terms and conditions of this Restricted Stock Unit Award Agreement and the Plan.

**6. NOT A CONTRACT OF EMPLOYMENT.** By executing this Award, you acknowledge and agree that (i) nothing in this Award or the Plan confers on you any right to be employed by, or continue any employment, service or consulting relationship with, the Company or any of its Related Entities, and (ii) the Company would not have granted this Award to you but for this acknowledgement and agreement. Under no circumstances will the Plan or this Restricted Stock Unit Award Agreement be considered to be part of the terms and conditions of your employment with the Company or any of its Related Entities that employ you.

**7. NOTICES.** Any notices to be delivered pursuant to this Restricted Stock Unit Award Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

**8. SEVERABILITY.** If one or more provisions of this Restricted Stock Unit Award Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Restricted Stock Unit Award Agreement and the balance of the Restricted Stock Unit Award Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

**9. BINDING AND ENTIRE AGREEMENT.** The terms and conditions of this Restricted Stock Unit Award Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Restricted Stock Unit Award Agreement, together with the Plan and any attachments hereto or thereto, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

**10. COUNTERPARTS.** This Restricted Stock Unit Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**COMPANY:**

**PARTICIPANT:**

**MITEK SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**GRANT SUMMARY:**

On «Award Date, Name» hereby receives a Restricted Stock Unit Award for «# Shares » shares of Common Stock of the Company.

**AMENDED AND RESTATED MITEK SYSTEMS, INC.  
2012 INCENTIVE PLAN  
SENIOR EXECUTIVE LONG TERM INCENTIVE  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

Pursuant to the Amended and Restated Mitek Systems, Inc. 2012 Incentive Plan (the “*Plan*”), Mitek Systems, Inc. (the “*Company*”) hereby grants to you, «**name**» (the “*Grantee*”) «**number**» of Senior Executive Long Term Incentive Restricted Stock Units, subject to the terms and conditions below and the terms and conditions of the Plan (the “*Grant*”). Your target and maximum number of Senior Executive Long Term Incentive Restricted Stock Units is «**number**». The target and maximum value of your Grant is \$ «**number**».

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Plan, a copy of which is attached hereto as Attachment 1.
2. Senior Executive Long Term Incentive Restricted Stock Units. The Senior Executive Long Term Incentive Restricted Stock Units have been credited to a bookkeeping account on behalf of Grantee. The Senior Executive Long Term Incentive Restricted Stock Units will be calculated and vest as provided in the Plan. Any Senior Executive Long Term Incentive Restricted Stock Units that fail to vest in accordance with the terms of the Plan will be forfeited without consideration or any act or action by Grantee.
3. Representations. In connection with the acquisition of Shares pursuant to this Award Agreement, if any, Grantee represents and warrants to the Company that Grantee has no present intention of distributing or selling the Shares, except as permitted under applicable securities laws. Grantee further acknowledges and agrees that Grantee’s ability to sell the Shares may be limited by the Securities Act of 1933, as amended (including without limitation, Rule 144 promulgated thereunder), and by the terms and conditions of this Award Agreement and the Plan.
4. Not a Contract of Employment. By executing this Award Agreement, Grantee acknowledges and agrees that (i) nothing in this Award Agreement or the Plan confers on Grantee any right to be employed by, or continue any employment, service or consulting relationship with, the Company or any of its Related Entities, and (ii) the Company would not have granted the Senior Executive Long Term Incentive Restricted Stock Units to Grantee but for this acknowledgement and agreement. Under no circumstances will the Plan or this Award Agreement be considered to be part of the terms and conditions of Grantee’s employment with the Company or any of its Related Entities that employ Grantee.
5. Governing Law. This Award Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, regardless of the law that might be applied under principles of conflict of laws. Grantee hereby agrees and submits to jurisdiction in the state and federal courts of the State of Delaware and waives objection to such jurisdiction.
6. Severability. If one or more provisions of this Award Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Award Agreement and the balance of the Award Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
7. Notice. Any notices to be delivered pursuant to this Award Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to Grantee, five (5) days after deposit in the United States mail, postage prepaid, addressed to Grantee at the last address Grantee provided to the Company.
8. Binding and Entire Agreement. The terms and conditions of this Award Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Award Agreement, together with the Plan and any attachments hereto or thereto, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.
9. Counterparts. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

10. Waiver. By signing this Award Agreement, Grantee hereby waives the application of any other agreement to which the Grantee is or may become a party that would impact vesting of the Senior Executive Long Term Incentive Restricted Stock Units, including but not limited to any severance agreement, change of control agreement, or employment agreement. Grantee acknowledges and agrees that the Senior Executive Long Term Incentive Restricted Stock Units shall solely vest and be paid in accordance with the terms of the Plan, including with respect to any termination of Grantee's employment or upon a Change of Control. In addition, Grantee hereby waives the application of any other agreement to which the Grantee is or may become a party that would require the Company to pay, with respect to payments arising under this Agreement or the Plan, (i) any excise tax by reason of the operation of Section 4999 of the Internal Revenue Code (the "Excise Tax"), or any interest, penalties or additional tax incurred by Grantee with respect to such Excise Tax, and (ii) any federal and state income taxes arising from the payments made by the Company to Grantee of the Excise Tax. For the avoidance of doubt, Grantee hereby waives the application of Section [ ] ("Golden Parachute Tax Provisions") of his Executive Severance and Change of Control Plan dated as of [ ] (as amended, modified or supplemented from time to time following the date hereof) with respect to payments made to Grantee under this Award Agreement or the Plan. Grantee's acknowledgement and agreement of this Section 10: [to be initialed by Grantee].

**COMPANY:**

**GRANTEE:**

**MITEK SYSTEMS, INC.**

By:  
Name:  
Title:

By:  
Name:

**MITEK SYSTEMS, INC.**  
**DIRECTOR RESTRICTED STOCK UNIT PLAN**  
**(as amended and restated on January 12, 2011 and further amended on January 25, 2017)**

1. INTRODUCTION.

The Company's Board of Directors originally adopted the Mitek Systems, Inc. Non-Employee Director Restricted Stock Unit Plan to be effective on the Adoption Date conditioned on and subject to obtaining Company stockholder approval as provided in Section 10 below. The Board amended and restated and renamed the Plan to be the Mitek Systems, Inc. Director Restricted Stock Unit Plan on January 12, 2011, conditioned on and subject to obtaining Company stockholder approval as provided in Section 10 below, in order to allow Directors to be eligible to participate in the Plan. Awards granted under the Plan prior to the Stockholder Approval Date may not be settled or Shares released to any Participant until such stockholder approval is obtained.

The purpose of the Plan is to (i) attract and retain the services of persons eligible to participate in the Plan; (ii) motivate Directors and Non-Employee Directors, by means of appropriate equity incentives, to achieve long-term performance goals; (iii) provide equity and incentive compensation opportunities that are competitive with those of other similar companies; and (iv) further align Participants' interests with those of the Company's other stockholders through compensation that is based on the Company's common stock and thereby promote the long-term financial interest of the Company and its affiliates, including the growth in value of the Company's equity and enhancement of long-term stockholder return.

The Plan seeks to achieve this purpose by providing for Awards in the form of Restricted Stock Units.

This Plan and all Awards shall be construed in accordance with and governed by the laws of the State of Delaware, but without regard to its conflict of law provisions. Capitalized terms shall have the meaning provided in Section 2 unless otherwise provided in this Plan or any applicable Award agreement.

2. DEFINITIONS.

(a) "Adoption Date" means December 6, 2010.

(b) "Affiliate" means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of such entity. For purposes of determining an individual's "Service," this definition shall include any entity other than a Subsidiary, if the Company, a Parent and/or one or more Subsidiaries own not less than 50% of such entity.

(c) "Award" means any award of Restricted Stock Units under the Plan.

(d) "Board" means the Board of Directors of the Company, as constituted from time to time.

(e) "Cause" means, except as may otherwise be provided in a Participant's Award agreement (and in such case the Award agreement shall govern as to the definition of Cause), the occurrence of any one or more of the following: (i) dishonesty, incompetence or gross negligence in the discharge of the Participant's duties; (ii) theft, embezzlement, fraud, breach of confidentiality, or unauthorized disclosure or use of inside information, recipes, processes, customer and employee lists, trade secrets, or other Company proprietary information; (iii) willful material violation of any law, rule, or regulation of any governing authority or of the Company's policies and procedures, including without limitation the Company's Code of Ethics and Code of Conduct; (iv) material breach of any agreement with the Company; (v) intentional conduct which is injurious to the reputation, business or assets of the Company; (vi) solicitation of Employees to work for any other business entity; and/or (vii) any other act or omission by a Participant that, in the opinion of the Board, could reasonably be expected to materially adversely affect the Company's or a Subsidiary's or an Affiliate's business, financial condition, prospects and/or reputation.

(f) "Change in Control" means, except as may otherwise be provided in a Participant's Award agreement (and in such case the Award agreement shall govern as to the definition of Change in Control), the consummation of any one or more of the following:

- (i) a change in the ownership of the Company within the meaning of Code section 409A;
- (ii) a change in the effective control of the Company within the meaning of Code section 409A; or

- (iii) change in the ownership of a substantial portion of the assets of the Company within the meaning of Code section 409A; or
- (iv) the consummation of a complete liquidation or dissolution of the Company.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transactions.

(g) "Code" means the Internal Revenue Code of 1986, as amended, and the regulations and interpretations promulgated thereunder.

(h) "Common Stock" means the Company's common stock, \$0.001 par value per share, and any other securities into which such shares are changed, for which such shares are exchanged or which may be issued in respect thereof.

(i) "Company" means Mitek Systems, Inc., a Delaware corporation.

(j) "Consultant" means an individual who performs bona fide services to the Company, a Parent, a Subsidiary or an Affiliate, other than as an Employee or Director or Non-Employee Director.

(k) "Director" means a member of the Board who is also an Employee.

(l) "Disability" means, except as may otherwise be provided in a Participant's Award agreement (and in such case the Award agreement shall govern as to the definition of Disability), that the Participant is classified as disabled under a long-term disability policy of the Company or, if no such policy applies, the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. For all purposes with respect to the Plan, the Disability of a Participant shall be determined solely by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(m) "Employee" means any individual who is a common-law employee of the Company (including any individual who is also a Director), or of a Parent, or of a Subsidiary or of an Affiliate.

(n) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(o) "Fair Market Value" means the market price of a Share and shall be equal to the closing price (or closing bid, if no sales were reported) for a Share on such day as quoted by the exchange or over-the-counter market on which the Common Stock is listed (or the exchange or market with the greatest trading volume, if quoted or listed on more than one exchange or market). If there is no closing sale or closing bid price, the closing sales or bid price shall be the price on the last preceding day for which such quotation exists. If the Common Stock is not listed or quoted on an exchange or over-the-counter market, the Board shall determine the fair market value in good faith.

Whenever possible, the determination of Fair Market Value shall be based on the prices reported by the applicable exchange or the OTC Bulletin Board, as applicable, or a nationally recognized publisher of stock prices or quotations (including an electronic on-line publication). Such determination shall be conclusive and binding on all persons.

(p) "Fiscal Year" means the Company's fiscal year.

(q) "Non-Employee Director" means a member of the Board who is not an Employee.

(r) "Officer" means an individual who is an officer of the Company within the meaning of Rule 16a-1(f) of the Exchange Act.

(s) "Parent" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing fifty percent (50%) or more of the total 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 Parent on a date after the Adoption Date shall be considered a Parent commencing as of such date.

- (t) “Participant” means an individual or estate or other entity that holds an Award.
- (u) “Plan” means this Mitek Systems, Inc. Director Restricted Stock Unit Plan as it may be amended from time to time.
- (v) “Restricted Stock Unit” means a bookkeeping entry representing the equivalent of one Share, as awarded under the Plan and as provided in Section 6.
- (w) “Restricted Stock Unit Agreement” means the agreement described in Section 6 evidencing each Award of Restricted Stock Units.
- (x) “SEC” means the Securities and Exchange Commission.
- (y) “Securities Act” means the Securities Act of 1933, as amended.
- (z) “Separation From Service” has the meaning provided to such term under Code Section 409A and the regulations promulgated thereunder.
- (aa) “Service” means service as an Employee, Director, Non-Employee Director or Consultant. Service will be deemed terminated as soon as the entity to which Service is being provided is no longer either (i) the Company, (ii) a Parent, (iii) a Subsidiary or (iv) an Affiliate. The Board determines when Service commences and terminates for all purposes with respect to the Plan.
- (bb) “Share” means one share of Common Stock.
- (cc) “Stockholder Approval Date” means the date that the Company’s stockholders approve this Plan.
- (dd) “Subsidiary” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total 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 Subsidiary on a date after the Adoption Date shall be considered a Subsidiary commencing as of such date.

### 3. ADMINISTRATION.

(a) Authority of the Board. The Board shall administer the Plan. Subject to the provisions of the Plan, the Board shall have full authority and discretion to take any actions it deems necessary or advisable. Such actions shall include without limitation:

- (i) determining Directors and Non-Employee Directors who are to receive Awards under the Plan;
- (ii) determining the type, number, vesting requirements, performance objectives (if any) and their degree of satisfaction, and other features and conditions of such Awards and amending such Awards;
- (iii) correcting any defect, supplying any omission, or reconciling or clarifying any inconsistency in the Plan or any Award agreement;
- (iv) accelerating the vesting, or extending the post-termination exercise term, or waiving restrictions, of Awards at any time and under such terms and conditions as it deems appropriate;
- (v) interpreting the Plan and any Award agreements;
- (vi) making all other decisions relating to the operation of the Plan; and
- (vii) granting Awards to Directors and Non-Employee Directors who are foreign nationals on such terms and conditions different from those specified in the Plan, which may be necessary or desirable to foster and promote achievement of the purposes of the Plan, and adopting such modifications, procedures, and/or subplans (with any such subplans attached as appendices to the Plan) and the like as may be necessary or desirable to comply with provisions of the laws or regulations of other countries or jurisdictions to ensure the viability of the benefits from Awards granted to Participants employed in such countries or jurisdictions, or to meet the requirements that permit the Plan to operate in a qualified or tax efficient manner, and/or comply with applicable foreign laws or regulations.



The Board may adopt such rules or guidelines, as it deems appropriate to implement the Plan. The Board's determinations under the Plan shall be final, conclusive and binding on all persons. The Board's decisions and determinations need not be uniform and may be made selectively among Participants in the Board's sole discretion. The Board's decisions and determinations will be afforded the maximum deference provided by applicable law.

(b) Indemnification. To the maximum extent permitted by applicable law, each member of the Board, and any persons (including without limitation Employees and Officers) who are delegated by the Board to perform administrative functions in connection with the Plan, shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or any Award agreement, and (ii) from any and all amounts paid by him or her in settlement thereof, with the 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, provided he or she shall give the Company an opportunity, at its own expense, to handle and 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 not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any power that the Company may have to indemnify them or hold them harmless.

#### 4. GENERAL.

(a) General Eligibility. Only Directors and Non-Employee Directors shall be eligible to be granted Awards under the Plan.

(b) Restrictions on Shares. Any Shares issued pursuant to an Award shall be subject to such Company policies, rights of repurchase, rights of first refusal and other transfer restrictions as the Board may determine. Such restrictions shall apply in addition to any restrictions that may apply to holders of Shares generally and shall also comply to the extent necessary with applicable law. In no event shall the Company be required to issue fractional Shares under this Plan.

(c) Beneficiaries. A Participant may designate one or more beneficiaries with respect to an Award by timely filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. If no beneficiary was designated or if no designated beneficiary survives the Participant, then after a Participant's death any vested Award(s) shall be transferred or distributed to the Participant's estate.

(d) Stockholder Rights. A Participant, or a transferee of a Participant, shall have no rights as a stockholder (including without limitation voting rights or dividend or distribution rights) with respect to any Common Stock covered by an Award until such person becomes entitled to receive such Common Stock, has satisfied any applicable withholding or tax obligations relating to the Award and the Common Stock has been issued to the Participant. No adjustment shall be made for cash or stock dividends or other rights for which the record date is prior to the date when such Common Stock is issued.

(e) Termination of Service. Unless the applicable Award agreement provides otherwise (and in such case, the Award agreement shall govern as to the consequences of a termination of Service for such Awards), if the Service of Participant is terminated for any reason, then all unvested portions of any outstanding Awards shall be forfeited without consideration as of the Participant's Separation From Service.

(f) Code Section 409A. Notwithstanding anything in the Plan to the contrary, the Plan and Awards granted hereunder are intended to comply with the requirements of Code Section 409A and shall be interpreted in a manner consistent with such intention. If upon a Participant's Separation From Service, he/she is then a "specified employee" (as defined in Code Section 409A), then solely to the extent necessary to comply with Code Section 409A and avoid the imposition of taxes under Code Section 409A, the Company shall defer payment of "nonqualified deferred compensation" subject to Code Section 409A payable as a result of and within six (6) months following such Separation From Service until the earlier of (i) the first business day of the seventh month following the Participant's Separation From Service, or (ii) ten (10) days after the Company receives written confirmation of the Participant's death. Any such delayed payments shall be made without interest.

(g) Electronic Communications. Subject to compliance with applicable law and/or regulations, an Award agreement or other documentation or notices relating to the Plan and/or Awards may be communicated to Participants by electronic media.

(h) Unfunded Plan. Insofar as it provides for Awards, the Plan shall be unfunded. Although bookkeeping accounts may be established with respect to Participants who are granted Awards under this Plan, any such accounts will be used merely as a bookkeeping convenience. The Company shall not be required to segregate any assets which may at any time be represented by Awards, nor shall this Plan be construed as providing for such segregation, nor shall the Company or the Board be deemed to be a trustee of stock or cash to be awarded under the Plan.

(i) Liability of Company. The Company (or members of the Board) shall not be liable to a Participant or other persons as to: (i) the non-issuance or sale of Shares as to which the Company has been unable to obtain from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder; and (ii) any unexpected or adverse tax consequence or any tax consequence expected, but not realized, by any Participant or other person due to the grant, receipt, or settlement of any Award granted hereunder.

(j) Reformation. In the event any provision of this Plan shall be held illegal or invalid for any reason, such provisions will be reformed by the Board if possible and to the extent needed in order to be held legal and valid. If it is not possible to reform the illegal or invalid provisions then the illegality or invalidity shall not affect the remaining parts of this Plan, and this Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

(k) Tax Withholding. A Participant shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with his or her Award. The Company shall not be required to issue any Shares or make any cash payment under the Plan until any such obligations are satisfied.

(l) Successor Provision. Any reference to a statute, rule or regulation, or to a section of a statute, rule or regulation, is a reference to that statute, rule, regulation, or section as amended from time to time, both before and after the Adoption Date and including any successor provisions.

## 5. SHARES SUBJECT TO PLAN AND SHARE LIMITS.

(a) Basic Limitation. The Common Stock issuable under the Plan shall be authorized but unissued Shares or treasury Shares. Subject to adjustment as provided in Section 7, the maximum aggregate number of Shares that may be issued under the Plan shall not exceed 1,500,000 Shares (the "Share Limit").

(b) Share Utilization. If Awards are forfeited or are terminated for any reason other than being settled for consideration, then the Shares underlying such forfeited Awards shall not be counted against the Share Limit. Only the number of Shares actually issued in settlement of Restricted Stock Units shall be counted against the Share Limit. Any Shares that are delivered and any Awards that are granted by, or become obligations of, the Company, as a result of the assumption by the Company of, or in substitution for, outstanding awards previously granted by another entity (as provided in Sections 6(h)) shall not be counted against the Share Limit.

(c) Dividend Equivalents. Any dividend equivalents distributed under the Plan shall not be counted against the Share Limit.

## 6. TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS.

(a) Restricted Stock Unit Agreement. Each grant of Restricted Stock Units under the Plan shall be evidenced by a Restricted Stock Unit Agreement between the Participant and the Company. Such Restricted Stock Units shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions that are not inconsistent with the Plan (including without limitation any performance objectives). The provisions of the various Restricted Stock Unit Agreements entered into under the Plan need not be identical. Restricted Stock Units may be granted in consideration of a reduction in the Participant's other compensation.

(b) Number of Shares. Each Restricted Stock Unit Agreement shall specify the number of Shares to which the Restricted Stock Unit grant pertains and is subject to adjustment of such number in accordance with Section 7.

(c) Payment for Awards. Generally, no cash consideration shall be required of the Award recipients in connection with the grant of an Award.

(d) Vesting Conditions. Each Award of Restricted Stock Units may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Stock Unit Agreement. A Restricted Stock Unit Agreement may provide for accelerated vesting only in the event of a Change in Control.

(e) Voting and Dividend Rights. The holders of Restricted Stock Units shall have no voting rights. Prior to settlement or forfeiture, any Restricted Stock Unit awarded under the Plan may, at the Board's discretion, carry with it a right to dividend equivalents. Such right entitles the holder to be credited with an amount equal to all cash or Common Stock dividends paid on one Share while the Restricted Stock Unit is outstanding. Dividend equivalents may be converted into additional Restricted Stock Units. Settlement of dividend equivalents may be made in the form of cash, in the form of Shares, or in a combination of both. Prior to vesting of the Restricted Stock Units, any dividend equivalents accrued on such unvested Restricted Stock Units shall be subject to the same vesting conditions and restrictions as the Restricted Stock Units to which they attach.

(f) Form and Time of Settlement of Restricted Stock Units. Settlement of vested Restricted Stock Units may be made in the form of Shares only. The actual number of Restricted Stock Units eligible for settlement may be larger or smaller than the number included in the original Award. Except as otherwise provided in a Restricted Stock Unit Agreement or a timely completed deferral election, vested Restricted Stock Units shall be settled within thirty days after vesting. The distribution may occur or commence when all vesting conditions applicable to the Restricted Stock Units have been satisfied or have lapsed, or it may be deferred, in accordance with applicable law, to a later specified date. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until an Award of Restricted Stock Units is settled, the number of such Restricted Stock Units shall be subject to adjustment pursuant to Section 7.

(g) Creditors' Rights. A holder of Restricted Stock Units shall have no rights other than those of a general creditor of the Company. Restricted Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Restricted Stock Unit Agreement.

(h) Modification or Assumption of Restricted Stock Units. Within the limitations of the Plan, the Board may modify or assume outstanding Restricted Stock Units or may accept the cancellation of outstanding Restricted Stock Units (including stock units granted by another issuer) in return for the grant of new Restricted Stock Units for the same or a different number of Shares. No modification of a Restricted Stock Unit shall, without the consent of the Participant, impair his or her rights or increase his or her obligations under such Restricted Stock Unit.

(i) Assignment or Transfer of Restricted Stock Units. Except as provided in Section 4(c), or in a Restricted Stock Unit Agreement, or as required by applicable law, Restricted Stock Units shall not be anticipated, 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 6(i) shall be void. However, this Section 6(i) shall not preclude a Participant from designating a beneficiary pursuant to Section 4(c) nor shall it preclude a transfer of Restricted Stock Units pursuant to Section 4(c).

## 7. ADJUSTMENTS.

(a) Adjustments. In the event of a subdivision of the outstanding Shares, a declaration of a dividend payable in Shares, a declaration of a dividend payable in a form other than Shares in an amount that has a material effect on the price of Shares, a combination or consolidation of the outstanding Shares (by reclassification or otherwise) into a lesser number of Shares, a stock split, a reverse stock split, a reclassification or other distribution of the Shares without the receipt of consideration by the Company, of or on the Common Stock, a recapitalization, a combination, a spin-off or a similar occurrence, the Board shall make equitable and proportionate adjustments to:

- (i) the Share Limit specified in Section 5(a);
- (ii) the number and kind of securities available for Awards under Section 5;
- (iii) the number and kind of securities covered by each outstanding Award; and
- (iv) the number and kind of outstanding securities issued under the Plan.

(b) Participant Rights. Except as provided in this Section 7, a Participant shall have no rights by reason of any issue by the Company of stock of any class or securities convertible into stock of any class, any subdivision or 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 of stock of any class. If by reason of an adjustment pursuant to this Section 7, a Participant's Award covers additional or different shares of stock or securities, then such additional or different shares and the Award in respect thereof shall be subject to all of the terms, conditions and restrictions which were applicable to the Award and the Shares subject to the Award prior to such adjustment.

(c) Fractional Shares. Any adjustment of Shares pursuant to this Section 7 shall be rounded down to the nearest whole number of Shares. Under no circumstances shall the Company be required to authorize or issue fractional shares. To the extent permitted by applicable law, no consideration shall be provided as a result of any fractional shares not being issued or authorized.

8. EFFECT OF A CHANGE IN CONTROL.

(a) Merger or Reorganization. In the event that there is a Change in Control and/or the Company is a party to a merger or acquisition or reorganization or similar transaction, outstanding Awards shall be subject to the merger agreement or other applicable transaction agreement. Such agreement may provide, without limitation, that subject to the consummation of the applicable transaction, for the assumption (or substitution) of outstanding Awards by the surviving corporation or its parent, for their continuation by the Company (if the Company is a surviving corporation), for accelerated vesting or for their cancellation with or without consideration, in all cases without the consent of the Participant.

(b) Acceleration. Except as otherwise provided in an applicable Restricted Stock Unit Agreement (and in such case the applicable Restricted Stock Unit Agreement shall govern), in the event that a Change in Control occurs, then all then-outstanding Awards shall fully vest as of immediately before such Change in Control.

9. LIMITATIONS ON RIGHTS.

(a) Retention Rights. Neither the Plan nor any Award granted under the Plan shall be deemed to give any individual a right to remain in Service as an Employee, Consultant, Director or Non-Employee Director or to receive any other Awards under the Plan. The Company and its Parents and Subsidiaries and Affiliates reserve the right to terminate the Service of any person at any time, and for any reason, subject to applicable laws, the Company's Certificate of Incorporation and Bylaws.

(b) Regulatory Requirements. Any other provision of the Plan notwithstanding, the obligation of the Company to issue Shares or other securities under the Plan shall be subject to all applicable laws, rules and regulations and such 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 or other securities pursuant to any Award prior to the satisfaction of all legal requirements relating to the issuance of such Shares or other securities, to their registration, qualification or listing or to an exemption from registration, qualification or listing.

(c) Clawback Policy. The Board may (i) cause the cancellation of any Award, (ii) require reimbursement of any Award by a Participant and (iii) effect any other right of recoupment of equity or other compensation provided under this Plan or otherwise in accordance with Company policies and/or applicable law (each, a "Clawback Policy"). In addition, the Board may require that a Participant repay to the Company certain previously paid compensation, whether provided under this Plan or an Award Agreement or otherwise, in accordance with the Clawback Policy.

10. DURATION AND AMENDMENTS.

(a) Term of the Plan. The Plan shall terminate on December 31, 2022 unless earlier terminated pursuant to this Section 10. This Plan will not in any way affect outstanding awards that were issued under any other Company equity compensation plans. For the avoidance of doubt, to the extent approval of the Company's stockholders has not been obtained within 12 months after the date the Plan, as amended, is adopted by the Board, the Plan shall continue in effect as if the Plan had not been amended.

(b) Right to Amend or Terminate the Plan. The Board may amend or terminate the Plan at any time and for any reason subject to obtaining stockholder approval only to the extent required by applicable law or by the rules of an applicable stock exchange. No Awards shall be granted under the Plan after the Plan's termination. In addition, no such amendment or termination shall be made which would impair the rights of any Participant, without such Participant's written consent, under any then-outstanding Award. In the event of any conflict in terms between the Plan and any Award agreement, the terms of the Plan shall prevail and govern.

11. EXECUTION.

To record the adoption of the Plan by the Board, the Company has caused its duly authorized Officer to execute this Plan on behalf of the Company.

MITEK SYSTEMS, INC., a Delaware corporation

By:           /s/ James B. DeBello

James B. DeBello

President, Chief Executive Officer and

Chief Financial Officer



ANNUAL MEETING OF MITEK SYSTEMS, INC.

Date: March 1, 2017
Time: 9:00 AM PST
Place: 600 B Street, Suite 100, San Diego, California 92101

Please make your marks like this: [X] Use dark black pencil or pen only

The Board of Directors Recommends a Vote FOR proposals 1, 2, 3, 4 and 5 and 3 YEARS on proposal 6.

1: To elect the following seven directors to serve until our 2018 annual meeting of stockholders and until their respective successors have been elected and qualified:

Table with 3 columns: Director Name, For, Withhold. Includes names like James B. DeBello, William K. "Bill" Aulet, etc.

2: To approve the amendment and restatement of the Mitek Systems, Inc. 2012 Incentive Plan.

3: To approve an amendment to the Mitek Systems, Inc. Director Restricted Stock Unit Plan.

4: To ratify the selection of Mayer Hoffman McCann P.C. as our independent registered public accounting firm for the fiscal year ending September 30, 2017.

5: To approve, on an advisory (non-binding) basis, the compensation of our named executive officers as presented in the Proxy Statement accompanying this notice.

6: To approve, on an advisory (non-binding) basis, the frequency of the advisory stockholder vote on the compensation of our named executive officers.

Note: In their discretion, the proxy holders are authorized to vote upon such other matters that may properly come before the Annual Meeting or any adjournment or postponement thereof.

Authorized Signatures - This section must be completed for your instructions to be executed.

Please Sign Here / Please Date Above (two lines)

Please sign exactly as your name(s) appears on your stock certificate. If held in joint tenancy, all persons should sign. Trustees, administrators, etc., should include title and authority.



Annual Meeting of Mitek Systems, Inc. to be held on Wednesday, March 1, 2017 for Holders as of January 13, 2017

This proxy is being solicited on behalf of the Board of Directors

INTERNET VOTE BY: TELEPHONE

Go To www.proxypush.com/MITK
Cast your vote online.
View Meeting Documents.

OR

MAIL

OR

Mark, sign and date your Proxy Card/Voting Instruction Form.
Detach your Proxy Card/Voting Instruction Form.
Return your Proxy Card/Voting Instruction Form in the postage-paid envelope provided.

866-411-6767
Use any touch-tone telephone.
Have your Proxy Card/Voting Instruction Form ready.
Follow the simple recorded instructions.

The undersigned hereby appoints James B. DeBello, Russell C. Clark and Jason L. Gray, and each of them, as the true and lawful attorneys of the undersigned, with full power of substitution and revocation, and authorizes them, and each of them, to vote all the shares of capital stock of Mitek Systems, Inc. which the undersigned is entitled to vote at the Annual Meeting of Stockholders and any adjournment thereof upon the matters specified and upon such other matters as may be properly brought before said meeting or any adjournment thereof, conferring authority upon such true and lawful attorneys to vote in their discretion on such other matters as may properly come before said meeting or any adjournment thereof and revoking any proxy heretofore given.

THE SHARES REPRESENTED BY THIS PROXY WILL BE VOTED AS DIRECTED OR, IF NO DIRECTION IS GIVEN, THE SHARES WILL BE VOTED FOR THE ELECTION OF THE DIRECTORS IN ITEM 1, FOR THE PROPOSALS IN ITEMS 2, 3, 4 AND 5 AND FOR 3 YEARS FOR PROPOSAL 6.

All votes must be received by 11:59 P.M., Eastern Time, February 28, 2017.

PROXY TABULATOR FOR
MITEK SYSTEMS, INC.
P.O. BOX 8016
CARY, NC 27512-9903

Please separate carefully at the perforation and return just this portion in the envelope provided.

EVENT #
CLIENT #

**Proxy — Mitek Systems, Inc.  
Annual Meeting of Stockholders  
March 1, 2017, 9:00 a.m. PST**

**This Proxy is Solicited on Behalf of the Board of Directors**

The undersigned appoints James B. DeBello, Russell C. Clark and Jason L. Gray (the "Named Proxies"), and each of them, as proxies for the undersigned, with full power of substitution, to vote all the shares of common stock of Mitek Systems, Inc., a Delaware corporation (the "Company"), which the undersigned is entitled to vote at the Annual Meeting of Stockholders of the Company to be held at 600 B Street, Suite 100, San Diego, California 92101, on Wednesday, March 1, 2017 at 9:00 a.m. PST and all adjournments thereof.

The purpose of the Annual Meeting is to take action on the following:

1. Proposal 1: To elect the following seven directors to serve until our 2018 annual meeting of stockholders and until their respective successors have been elected and qualified: James B. DeBello, William K. "Bill" Aulet, Vinton P. Cunningham, Kenneth D. Denman, James C. Hale, Bruce E. Hansen and Alex W. "Pete" Hart.
2. Proposal 2: To approve the amendment and restatement of the Mitek Systems, Inc. 2012 Incentive Plan.
3. Proposal 3: To approve an amendment to the Mitek Systems, Inc. Director Restricted Stock Unit Plan.
4. Proposal 4: To ratify the selection of Mayer Hoffman McCann P.C. as our independent registered public accounting firm for the fiscal year ending September 30, 2017.
5. Proposal 5: To approve, on an advisory (non-binding) basis, the compensation of our named executive officers as presented in the Proxy Statement accompanying this notice.
6. Proposal 6: To approve, on an advisory (non-binding) basis, the frequency of the advisory stockholder vote on the compensation of our named executive officers.

The Board of Directors of the Company recommends a vote "FOR" all nominees for director and "FOR" proposals 2, 3, 4 and 5 and "3 YEARS" on proposal 6.

This proxy, when properly executed, will be voted in the manner directed herein. If no direction is given, this proxy will be voted "FOR" all nominees for director and "FOR" each other proposal. In their discretion, the Named Proxies are authorized to vote upon such other matters that may properly come before the Annual Meeting or any adjournment or postponement thereof.

You are encouraged to specify your vote by marking the appropriate box (SEE REVERSE SIDE), but you need not mark any box if you wish to vote in accordance with the Board of Directors' recommendation. The Named Proxies cannot vote your shares unless you sign and return this card.

To attend the meeting and vote your shares  
in person, please mark this box.

→ Please separate carefully at the perforation and return just this portion in the envelope provided. →