



August 5, 2013

Johan Jongsma
Westerkwartier 5
8302 JP Emmeloord
The Netherlands

Dear Johan,

I am pleased to confirm the GFI USA, Inc. ("GFI" or the "Company") offer of employment to you, Johan Jongsma ("Employee") as set forth below. Please sign and date this letter as your acknowledgement and confirmation of the information provided herein as well as the attached Confidentiality, Non-Compete, and Ownership Agreement

Position: Chief Technical Officer – Storage Business Unit. In this position, the Employee will be located at the USA – Clearwater, Florida office.

Compensation: Employee will be compensated at an annualized base salary rate of \$250,000 USD which is paid biweekly (\$9,615.38 bi-weekly amount) and subject to normal deductions and withholdings.

In addition, Employee is also eligible for up to \$100,000 USD in bonuses annually, in accordance with the applicable GFI bonus plan as amended from time to time, subject to approval by the Company's Board of Directors ("Board") or committee thereof as designated by the Board (the "Compensation Committee").

Retention Bonus: Employee shall be entitled to a retention bonus subject to the following conditions:

If the Employee is still employed and in active service by the Company or any other subsidiary of GFI Software SA:

- a) on 1 June 2014, an amount of \$150,000 gross shall be paid to the Employee;
- b) on 1 December 2014, an additional amount of \$225,000 gross shall be paid to the Employee;
- c) on 1 June 2015, an additional amount of \$375,000 gross shall be paid to the Employee.

In addition to the foregoing and also subject to the Employee still being employed and in active service by the Company or any other subsidiary of GFI Software SA on the below mentioned dates, upon the achievement in full of certain thresholds and delivery dates as defined in the "Iaso business roadmap"

as in place and provided to you in writing from time to time and as revised by the Company in its sole discretion from time to time:

- d) by 1 June 2014, the Employee shall be paid an amount of \$150,000 gross;
- e) by 1 December 2014, the Employee shall be paid an amount of \$225,000 gross;
- f) by 1 June 2015, the Employee shall be paid an amount of \$375,000 gross.

The Parties acknowledge that:

- i. the Employee will be provided with the "Iaso business roadmap";
- ii. the "Iaso business roadmap" is defined as the roadmap of software development enhancements, services, and field enablement that is necessary to achieve the revenue goals in the Iaso business plan;
- iii. the "Iaso business roadmap" may be amended by the Company or its affiliates at their sole discretion; and
- iv. if the relevant thresholds/delivery dates as provided for in the "Iaso business roadmap" have not been achieved in full by 1 June 2014, 1 December 2014, and/or 1 June 2015, respectively, the Employee has no entitlement whatsoever to the retention bonus/amounts mentioned under (d), (e) and (f) above, respectively.

Finally, the Employee is not entitled to any retention bonus mentioned under (a) through (f) above and none of those bonuses shall be paid to the Employee if on 1 June 2014, 1 December 2014, and 1 June 2015, respectively:

- i. the Employee is ill and has been ill for a consecutive period of 3 months immediately prior to 1 June 2014, 1 December 2014, or 1 June 2015, respectively;
- ii. notice by the Company or the Employee has been given to terminate employment.

Employment Date: Estimated start date for the position in the United States of September 16, 2013.

Benefits: Employee will be eligible for the following options: medical, dental, vision, life insurance, short-term and long-term disability insurance, flexible spending account, pre-paid legal, accident & critical illness plans, consult-a-doc, and pet insurance.

Employee will also be eligible for the 401k Employee Savings Plan. The Company may, in its sole discretion, change the benefits and may modify at any time and in any manner, but any such changes or modifications will be generally applicable to all similarly situated employees.

Stock Options: Employee will be eligible for 30,000 stock options with four (4) year vesting, with a strike price equal to the then current fair market value, subject to Board approval.



Immigration:: This offer of employment in the United States is conditioned upon the availability of a work-authorized visa or status and Employee's ability to meet all U.S. immigration law requirements to obtain work status in the U.S. Employee agrees that Employee will cooperate fully to provide documents and information quickly and accurately when needed to complete an immigration-related process.

The Company will absorb the cost of those legal services directly related to obtaining the work authorization/visa required for Employee to accept Employee's assignment in the United States, and also the cost to obtain the derivative benefits available under U.S. immigration law for Employee's dependents. "Dependents" include only Employee's lawful spouse and minor (under age 21) unmarried children. The Company does not agree to absorb the cost of any immigration advice or service Employee's immediate family members may need outside of obtaining the original permission to enter the U.S. as Employee's dependents, and to remain in that status during Employee's U.S. assignment. Any other immigration-related assistance which the Company chooses to provide to Employee's dependents will occur solely and exclusively at the Company's discretion.

Relocation: The Company will reimburse or pay on Employee's behalf documented expenses related to Employee's personal move and relocation from the Netherlands to the Clearwater, Florida area. The Company agrees to pay for the following:

- Four (4) one way airplane flights for the Employee and the three members of Employee's family from Amsterdam to either Tampa, Florida or Orlando, Florida;
- The use of two (2) rental cars for a period of up to four (4) weeks after Employee relocates;
- Storage space for up to two-hundred fifty pounds (250 pounds) of personnel effects for two (2) months in the Clearwater, Florida area.

If the Employee is still employed and in active service by the Company or any other subsidiary of GFI Software SA the Company will pay Employee a one-time relocation bonus of \$45,000 gross and subject to normal deductions and withholdings in the first payroll of the month following thirty (30) days of employment in the U.S.

Employee will be required to repay the Company the relocation bonus and all of the relocation and moving expenses if Employee voluntarily terminates their employment less than one year after the move to the Clearwater area has been completed.

Offer
Expiration
Date:

This offer expires at the close of business on Wednesday, August 7, 2013.

IMPORTANT: Employee acknowledges that by, accepting this position, Employee will not violate the term of any prior agreement applicable to Employee, and that Employee will not utilize or make available to us any confidential or proprietary information of any third party or violate any obligation with respect to such information.



ALL EMPLOYEES ARE REQUIRED TO SIGN THE ATTACHED CONFIDENTIALITY AGREEMENT, PLEASE READ IT CAREFULLY. EMPLOYEE'S OFFER OF EMPLOYMENT IS EXPRESSLY CONTINGENT UPON THE SIGNING OF THIS AGREEMENT AND EMPLOYMENT IS ALSO SUBJECT TO ALL THE TERMS OF OUR EMPLOYEE MANUAL. THIS OFFER OF EMPLOYMENT IS ALSO CONTINGENT UPON EMPLOYEE'S PRESENTATION OF DOCUMENTS VERIFYING THEIR RIGHT TO WORK IN THE UNITED STATES.

While we have every expectation that the Employee will have a long and successful career with us, we must remind the Employee that employment with the Company is on an "at will" basis, which means that either the Company or Employee may choose to terminate employment at any time, with or without cause. Accordingly, nothing in this offer letter should be construed as creating a contract of employment for a specified term.

Please call upon receipt to discuss the terms, as necessary. If the offer is acceptable, please sign this letter below and return to me.

We are very happy to extend this offer. We look forward to formal acceptance of this offer, and in the meantime, if there are any questions, please do not hesitate to contact us.

Sincerely,

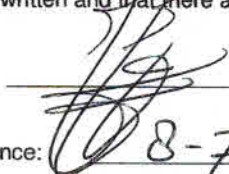


Walter Scott
Chief Executive Officer

Attachment: Confidentiality, Non-Compete, and Ownership Agreement

The undersigned accepts the above Offer of Employment and agrees that it contains the terms and conditions of employment with GFI, that the employment offered is "at will" as described above and that this offer supersedes any and all prior understandings, offers or agreements, whether oral or written and that there are no other terms express, or implied.

Accepted:



Date of Acceptance:

8-7-13