

GFI Software S.A.
Potential Equity Award Payment and Award Adjustment

Name: Johan Jongsma

Equity Award Payment

If you elect to receive the Equity Award Payment in exchange for the cancellation of your outstanding GFI Options, subject to your execution of the Equity Award Payment and Release Agreement, you will be entitled to an estimated **Equity Award Payment equal to \$70,315.18** (paid in local currency and based upon the applicable foreign exchange rate at the time the payroll for such payment is processed). Your receipt of the Equity Award Payment will be contingent upon you being an "active employee" of the Company Group at the time the Equity Award Payment is made. You will not be considered an "active employee" if you (i) are on a "garden leave" or other leave that will result in a termination of employment with the Company Group, or (ii) have provided the Company Group with a notice of resignation.

Any payment of the Equity Award Payment will be made by and through the payroll system of a member of the Company Group on behalf of the Company (or a designated agent of the Company Group). The payor of the Equity Award Payment will deduct from the Equity Award Payment applicable federal, state, local and foreign withholdings, contributions and taxes.

Potential Additional Equity Award Payment

In addition, at the Company's sole discretion, you may be entitled to an estimated **Potential Additional Equity Award Payment of up to \$17,578.80** (paid in local currency and based upon the applicable foreign exchange rate at the time the payroll for such payment is processed), payable on or about the first anniversary of the date of the Closing, subject to your continued employment through such payment date with a member of the Company Group (unless the Company determines otherwise, in its sole discretion). Whether or not the Potential Additional Equity Award Payment is actually paid to you is in the complete discretion of the Company, and prior to the payment of the Potential Additional Equity Award Payment you have no legally binding right to receive the Potential Additional Equity Award Payment.

Award Adjustment

If you do not elect to accept the Equity Award Payment, an estimate of how your outstanding equity awards will be adjusted is set forth in the following table:

Grant Type	Grant Date	Exercise Price	Number of Shares Subject to the Options	Number of Shares Subject to the Options Following Adjustment	Exercise Price of Options Following Adjustment
GFI Option	September 13, 2013	\$16.27	30,000	127,453	\$3.83

****The above is only intended to be an estimate of the Equity Award Payment, the Potential Additional Equity Award Payment, and the Award Adjustment; the Company will make a final determination of each after the Restructuring which may result in a different Equity Award Payment, Potential Additional Equity Award Payment, or Award Adjustment.**



EQUITY AWARD PAYMENT AND RELEASE AGREEMENT

This Equity Award Payment and Release Agreement (this "Agreement") is made by and between GFI Software S.A., a *Luxembourg joint stock company (société anonyme)*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 7A, rue Robert Stümper, L-2557 Luxembourg, registered with the Luxembourg Trade and Companies Register, under number B 147.127 (the "Company"), and Johan Jongsma ("Employee") (each, a "Party" and, collectively, the "Parties").

WHEREAS, Employee is currently or was previously employed by the Company or a direct or indirect subsidiary of the Company (collectively referred to herein as the "Company Group");

WHEREAS, the Company has agreed to sell TeamViewer, Monitis and certain other businesses to Permira pursuant to a transaction that is expected to close in July 2014 (the "Closing");

WHEREAS, the Company previously granted to Employee, pursuant to one or more Option Grant Notice and Agreements (the "GFI Option Agreements"), options to acquire common shares ("Shares") of the Company ("GFI Options"), all of which GFI Options granted to Employee are set forth on Appendix A hereto; and

WHEREAS, the Parties wish to provide for the prompt payment by the Company to Employee of an amount in exchange for the cancellation of the GFI Option Agreement(s) and GFI Options, and a release of claims against the Company and certain related parties.

NOW THEREFORE, in consideration of the promises made herein and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Equity Award Payment. Employee acknowledges and agrees that the aggregate amount payable to Employee in exchange for the cancellation of the GFI Option Agreement(s) and GFI Options (whether vested or unvested) is the amount set forth on Appendix A as the "Equity Award Payment" (which may be adjusted prior to, or in connection with, the Closing based on any adjustments that may be made to the proceeds to be distributed to the shareholders of the Company in connection with or following the Closing). Any payment of the Equity Award Payment will be made by and through the payroll system of a member of the Company Group on behalf of the Company (or a designated agent of the Company Group). The payor of the Equity Award Payment will deduct from the Equity Award Payment applicable federal, state, local and foreign withholdings, contributions and taxes and pay to Employee the Equity Award Payment (net of withholdings, contributions and taxes) through the applicable payroll system as soon as practicable following the execution of this Agreement.

2. Acknowledgment. Employee acknowledges and agrees that (a) the information set forth on Appendix A with respect to Employee's GFI Option Agreement(s) and GFI Options is true, correct and complete and that Employee has no other GFI Options and is not a party to any other GFI Option Agreement or similar agreement with the Company; (b) except for the equity interests reflected on Appendix A, which equity interests are held by Employee free and clear of any liens, restrictions or charges of any kind imposed by any party other than the Company, Employee has no ownership or equity interest, or any other phantom equity, profits interest or similar interest, in or with respect to the Company, any subsidiary of the Company or any of their respective businesses; (c) upon receipt of the Equity Award Payment (net of withholdings and taxes) in accordance with Section 1 from the payor of the Equity Award Payment, Employee will have



received all consideration due or payable to Employee pursuant to the GFI Option Agreement(s) and the GFI Options; (d) as of the date this Agreement is executed, the GFI Options (whether vested or unvested) shall be cancelled and terminated and Employee will not be eligible to receive any payment in respect of the GFI Option Agreement(s) or the GFI Options as a result of such cancellation and termination, other than the payment of the Equity Award Payment in accordance with Section 1; (e) Employee has the legal capacity and authority to execute, deliver and perform Employee's obligations under this Agreement; (f) this Agreement has been duly executed and delivered by Employee and constitutes the legal, valid and binding obligation of Employee, enforceable against Employee in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability affecting enforcement of creditors' rights generally and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies; and (g) Employee is not subject to any order, decree, judgment or other determination of any governmental authority or arbitrator, and there is no order, decree, judgment or other determination against Employee, that could prevent, enjoin or materially alter or delay cancellation of the GFI Options in accordance with this Agreement.

3. Release of Claims. Employee, on Employee's own behalf and on behalf of Employee's heirs, family members, executors, agents and assigns, hereby irrevocably releases, acquits and forever discharges each member of the Company Group, any successor to the Company or any member of the Company Group, their respective parent and subsidiary companies, and their respective successors, assigns, predecessor companies, and current and former officers, directors, managers, employees, agents, shareholders, members, investors and attorneys of any of the foregoing (collectively, the "Releasees"), of and from, any and every claim, demand, right, complaint, charge, duty, obligation, or cause of action, of whatever kind or nature, whether presently known or unknown, or suspected or unsuspected, concerning, relating to or arising out of any matters, causes, conditions, acts, conduct, claims, circumstances or events existing at or prior to the date of this Agreement, including, without limitation, the GFI Options and the GFI Option Agreement(s) or either of them, and agrees not to sue, or in any manner to institute, prosecute, or pursue, any claim or cause of action against any Releasee with respect thereto, in each case, other than with respect to payment of the Equity Award Payment in accordance with Section 1, and this release may be raised as a complete bar to any such claim or cause of action (in each case, other than with respect to payment of the Equity Award Payment in accordance with Section 1), and the applicable Releasee may recover from Employee all costs incurred in connection with such claim or cause of action, including attorneys' fees. Employee hereby agrees that each Releasee is hereby made a third party beneficiary with respect to this Section 3 and the release contained herein.

4. Confidentiality. Employee acknowledges and agrees that the terms and conditions of this Agreement (including, without limitation, the amount of the Equity Award Payment), the manner in which the Equity Award Payment was determined (including, without limitation, the number of GFI Options granted to Employee and any value assigned to GFI Options under the GFI Option Agreement(s) (collectively, "Confidential Information"), are highly confidential and that disclosure of any such Confidential Information, except as provided in this Section 4, would cause irreparable harm to the Company. Employee agrees to keep all Confidential Information strictly confidential and not to disclose any Confidential Information to any third party, including, without limitation, employees, officers, directors, managers or agents of any member of the Company Group, except as expressly provided in this Section 4. Notwithstanding the foregoing, Employee may disclose Confidential Information only to Employee's spouse and Employee's confidential advisors (such as Employee's attorney and accountant) who have a need to know such information, provided that, prior to any such disclosure, Employee advises such individual of the confidential nature of the Confidential Information and such individual agrees to maintain the confidentiality of all Confidential Information in accordance with the terms of this Agreement. Except as provided herein, neither Employee nor anyone receiving any Confidential Information from Employee pursuant to this Agreement may disclose any Confidential Information to others, allow others access to any Confidential Information, allow disclosure of



any Confidential Information to others, or use or allow others to use any Confidential Information for any purpose other than Employee's personal financial, tax and estate planning purposes and similar purposes. Employee is responsible for causing each person to whom Employee discloses any Confidential Information as permitted by this Agreement to comply with the terms of this Agreement and shall be responsible for any breach of the provisions of this Section 4 by any such person.

5. Additional Provisions.

(a) Severability. If any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

(b) Integration; No Oral Modification. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect to the subject matter hereof. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company and Employee.

(c) Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution and delivery of this Agreement by exchange of facsimile copies or other electronic transmission bearing the facsimile or other electronic signature of a Party shall constitute a valid and binding execution and delivery of this Agreement by such Party.

(d) Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the Grand Duchy of Luxembourg, without giving effect to any choice or conflict of law provision or rule (whether of the Grand Duchy of Luxembourg or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the Grand Duchy of Luxembourg.

(e) Consent to Jurisdiction. The Parties hereby irrevocably and unconditionally agree that any action or proceeding brought by any Party hereto seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement, the GFI Options, the GFI Option Agreement(s) or the transactions contemplated hereby shall be brought in any court located in New York. Each Party irrevocably and unconditionally submits to the jurisdiction of any such court having subject matter jurisdiction in any action or proceeding brought by the other Party hereto seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Agreement, the GFI Options, the GFI Option Agreement(s), or the transactions contemplated hereby. The Parties hereby agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(f) Waiver of Jury Trial. The Parties hereby waive, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action or cause of action arising under this Agreement or in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement or any of the transactions related hereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise. The Parties hereby agree and consent that any such claim, demand, action or cause of action shall be decided by court trial without a jury and that the Parties may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the Parties to the waiver of their right to trial by jury.



(g) Voluntary Execution of Agreement. Employee understands and agrees that he/she executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party. Employee acknowledges that: (i) he/she has read this Agreement; (ii) he/she has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his/her own choice or has elected not to retain legal counsel; (iii) he/she understands the terms and consequences of this Agreement and of the releases it contains; and (iv) he/she is fully aware of the legal and binding effect of this Agreement.

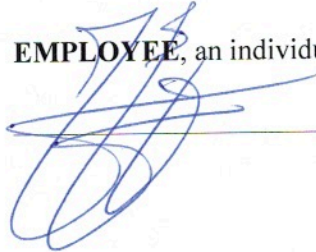
(h) All rights and obligations of the parties under this Agreement shall be conditioned upon the occurrence of the consummation of the Company's sale of TeamViewer, Monitis and certain other businesses to Permira.

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized, starting with a large 'J' and ending with a long, sweeping horizontal stroke.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: 7/11/2014

EMPLOYEE, an individual

 Johan Jongsma

GFI SOFTWARE S.A.

Dated: _____

By _____

Name: _____

Title: _____

Appendix A

**EMPLOYEE'S GFI OPTION AGREEMENTS
AND GRANTS OF OPTIONS TO EMPLOYEE**

Name of Employee: Johan Jongsma

Grant Type	Agreement Grant Date	Number of Shares Subject to Option
GFI Option	September 13, 2013	30,000

Total Equity Award Payment: \$70,315.18