

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

**FORM S-8
REGISTRATION STATEMENT**
UNDER
THE SECURITIES ACT OF 1933

WESTERN DIGITAL CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

33-0956711
(I.R.S. Employer
Identification No.)

3355 Michelson Drive, Suite 100
Irvine, California 92612
(Address, Including Zip Code, of Principal Executive Offices)

Global Management and Employee Stock Option Plan
Amplidata N.V. Stock Option Plan 2013
Amplidata N.V. 2013 Stock Incentive Plan
Amplidata NV Stock Option Plan 2014
Amplidata NV 2014 Stock Incentive Plan
(Full Title of the Plan)

Michael C. Ray
Senior Vice President, General Counsel and Secretary
Western Digital Corporation
3355 Michelson Drive, Suite 100
Irvine, California 92612
(949) 672-7000
(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

COPY TO:

Neil Whoriskey
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006

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

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount Of Registration Fee
Common Stock, \$0.01 par value per share, issuable pursuant to assumed stock options under Global Management and Employee Stock Option Plan (including its sub-plans, the Amplidata N.V. Stock Option Plan 2013 and Amplidata N.V. 2013 Stock Incentive Plan)	15,269(1)	\$5.71(2)	\$87,185.99(2)	\$10.13

Common Stock, \$0.01 par value per share, issuable pursuant to assumed stock options under Amplidata NV Stock Option Plan 2014 (including its sub-plan, the Amplidata NV 2014 Stock Incentive Plan)	68,567(1)	\$2.99(2)	\$205,015.33(2)	\$23.82
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- (1) This Registration Statement covers, in addition to the number of shares of Western Digital Corporation, a Delaware corporation (the “Company” or the “Registrant”), common stock, par value \$0.01 per share (the “Common Stock”), stated above, options and other rights to purchase or acquire the shares of Common Stock covered by this Registration Statement and, pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), an additional indeterminate number of shares, options and rights that may be offered or issued pursuant to the Global Management and Employee Stock Option Plan (including its sub-plans, the Amplidata N.V. Stock Option Plan 2013 and Amplidata N.V. 2013 Stock Incentive Plan) and Amplidata NV Stock Option Plan 2014 (including its sub-plan, the Amplidata NV 2014 Stock Incentive Plan) (collectively, the “Plans”) as a result of one or more adjustments under one or more Plans to prevent dilution resulting from one or more stock splits, stock dividends or similar transactions.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(h) under the Securities Act based upon the weighted average exercise price of the options outstanding under this plan.

The Exhibit Index for this Registration Statement is at page 8.

PART I

**INFORMATION REQUIRED IN THE
SECTION 10(a) PROSPECTUS**

The information required by Part I of Form S-8 is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act and the instructions to Form S-8. The documents containing such information are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act. The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act.

PART II

**INFORMATION REQUIRED IN THE
REGISTRATION STATEMENT**

Item 3. Incorporation of Certain Documents by Reference

The following documents of the Company filed with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

- (a) The Company's Annual Report on Form 10-K for its fiscal year ended June 27, 2014, filed with the Commission on August 15, 2014 (Commission File No. 001-08703);
- (b) The Company's Quarterly Reports on Form 10-Q for its fiscal quarters ended October 3, 2014 and January 2, 2015, filed with the Commission on November 4, 2014 and January 10, 2015, respectively (each, Commission File No. 001-08703);
- (c) The Company's Current Reports on Form 8-K, filed with the Commission on February 5, 2015, February 4, 2015, January 27, 2015, January 26, 2015, December 1, 2014, November 13, 2014, November 7, 2014, November 6, 2014, November 5, 2014, November 5, 2014, October 28, 2014, October 8, 2014, August 25, 2014, August 6, 2014, August 5, 2014, July 30, 2014 and July 7, 2014 (each, Commission File No. 001-08703); and
- (d) The description of the Company's Common Stock contained in its Registration Statement on Form 8-A filed with the Commission on May 31, 2012 (Commission File No. 001-08703), and any other amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with Commission rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

The validity of the issuance of Common Stock registered hereby is passed on for the Company by Michael C. Ray. Mr. Ray is the Senior Vice President, General Counsel and Secretary of the Company and is compensated by the Company as an employee. As of the date hereof, Mr. Ray owned 8 shares of Common Stock, 21,084 restricted stock units that are payable in an equivalent number of shares of Common Stock, and Company stock options to acquire up to an additional 61,491 shares of Common Stock.

Item 6. Indemnification of Directors and Officers

The Company is a Delaware corporation. Section 145(a) of the Delaware General Corporation Law (the “DGCL”) provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person acted in any of the capacities set forth above, against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted under similar standards to those set forth above, except that no indemnification may be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine that despite the adjudication of liability, in view of all the circumstances of the case, such person is fairly and reasonably entitled to be indemnified for such expenses which the court shall deem proper.

Section 145 of the DGCL further provides, among other things, that to the extent a present or former director or officer of the corporation has been successful in the defense of any action, suit or proceeding referred to in subsection (a) and (b) of Section 145 or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by him or her in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled, and that the corporation may purchase and maintain insurance on behalf of a director or officer of the corporation against any liability asserted against such officer or director and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liabilities under Section 145.

As permitted by Section 102(b)(7) of the DGCL, the Company’s certificate of incorporation provides that a director shall not be liable to the Company or its stockholders for

monetary damages for breach of fiduciary duty as a director. However, such provision does not eliminate or limit the liability of a director for acts or omissions not in good faith or for breaching his or her duty of loyalty, engaging in intentional misconduct or knowingly violating the law, paying a dividend or approving a stock repurchase which was illegal, or obtaining an improper personal benefit. A provision of this type has no effect on the availability of equitable remedies, such as injunction or rescission, for breach of fiduciary duty.

The Company's bylaws require that directors and officers be indemnified to the maximum extent permitted by Delaware law. In addition to the indemnification provisions in the Company's bylaws, the Company has entered into indemnity agreements with each director and executive officer of the Company. These indemnity agreements require that the Company indemnify each director and executive officer to the fullest extent permitted by the DGCL.

The indemnity agreements also require the Company to make prompt payment of expenses incurred by the director or executive officer in connection with any proceeding upon the request of the director or executive officer in advance of indemnification to the extent permitted by law.

The Company has a policy of directors' liability insurance which insures the directors and officers against the cost of defense, settlement or payment of a judgment under certain circumstances stated in the policy.

The above discussion of the DGCL and of the Company's certificate of incorporation, bylaws, and indemnification agreements is not intended to be exhaustive and is qualified in its entirety by such statute, certificate of incorporation, bylaws and indemnification agreements.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See the attached Exhibit Index at page 8, which is incorporated herein by reference.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 6 above, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Form S-8 Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irvine, State of California, on this 10th day of March, 2015.

WESTERN DIGITAL CORPORATION

By: /s/ Michael C. Ray
Michael C. Ray
Senior Vice President, General Counsel and Secretary

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Stephen D. Milligan and Michael C. Ray, and each of them, acting individually and without the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments, exhibits thereto and other documents in connection therewith) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them individually, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Stephen D. Milligan</u> Stephen D. Milligan	President, Chief Executive Officer and Director (Principal Executive Officer)	March 10, 2015
<u>/s/ Olivier C. Leonetti</u> Olivier C. Leonetti	Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	March 10, 2015

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Thomas E. Pardun</u> Thomas E. Pardun	Chairman of the Board	March 10, 2015
<u>/s/ Martin I. Cole</u> Martin I. Cole	Director	March 10, 2015
<u>/s/ Kathleen A. Cote</u> Kathleen A. Cote	Director	March 10, 2015
<u>/s/ Henry T. DeNero</u> Henry T. DeNero	Director	March 10, 2015
<u>/s/ Michael D. Lambert</u> Michael D. Lambert	Director	March 10, 2015
<u>/s/ Len J. Lauer</u> Len J. Lauer	Director	March 10, 2015
<u>/s/ Matthew E. Massengill</u> Matthew E. Massengill	Director	March 10, 2015
<u>/s/ Paula A. Price</u> Paula A. Price	Director	March 10, 2015

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
4.1	Global Management and Employee Stock Option Plan.
4.2	Amplidata N.V. Stock Option Plan 2013.
4.3	Amplidata N.V. 2013 Stock Incentive Plan.
4.4	Amplidata NV Stock Option Plan 2014.
4.5	Amplidata NV 2014 Stock Incentive Plan.
5	Opinion of Counsel (opinion re: legality).
23.1	Consent of KPMG LLP (consent of independent registered public accounting firm).
23.2	Consent of Counsel (included in Exhibit 5).
24	Power of Attorney (included in this Registration Statement under "Signatures").

Global Management and Employee Stock Option Plan

Amplidata n.v.

[Translated Document]

INVESTMENT IN THE SHARES ACQUIRED UPON EXERCISE OF THE SOP OPTIONS IS VERY RISKY. THE COMPANY IS A TECHNOLOGY COMPANY AND THE VALUE OF THE SHARES OF SUCH COMPANIES TENDS TO BE VERY VOLATILE. WHETHER YOU WILL MAKE A PROFIT ON YOUR INVESTMENT WILL, INTER ALIA, DEPEND OF THE PERFORMANCE OF THE COMPANY AND THE INTERNATIONAL MARKETS FOR TECHNOLOGY COMPANIES. YOU COULD LOOSE YOUR ENTIRE INVESTMENT.

YOU ARE ADVISED TO OBTAIN INDEPENDENT AND EXPERT ADVICE TO FORM YOUR OWN OPINION ABOUT THE STRENGTHS AND WEAKNESSES OF SUCH INVESTMENT.

THE GLOBAL MANAGEMENT AND EMPLOYEE STOCK OPTION PLAN, THE SOP AGREEMENT NOR ANY OTHER DOCUMENT GOVERNING THE RELATIONSHIP BETWEEN THE COMPANY AND THE PARTICIPANT CONTAIN ANY OBLIGATION OF THE COMPANY OR ANY OF ITS SHAREHOLDERS, TO REPURCHASE OR PURCHASE THE SHARES ACQUIRED BY PARTICIPANTS UPON EXERCISE OF THE WARRANTS. IT MAKES NO DIFFERENCE WHETHER THE PARTICIPANT REMAINS EMPLOYED BY THE COMPANY OR ANY OF SUBSIDIARIES. FURTHERMORE, THERE IS NO PUBLIC MARKET FOR THE SHARES, NOR IS ONE EXPECTED IN THE NEAR FUTURE. YOUR INVESTMENT MAY THEREFORE REMAIN ILLIQUID FOR A LONG PERIOD OF TIME.

Art. 1 - Purpose of the plan

The purposes of this Global Management and Employee Stock Option Plan (this “GSOP”) of Amplidata NV are to support and achieve the following corporate and human resource objectives:

- (i) to provide long-term incentives and rewards to selected directors, management, employees and consultants of Amplidata N.V., a Belgian limited liability company (the “Company”), and its Subsidiaries, who are in a position to contribute to the long-term success and growth of the Company and any Subsidiary of the Company;
- (ii) to assist the Company and any of its Subsidiaries in retaining directors, management, employees and consultants with the requisite experience and skills;
- (iii) to align more closely the interests of such directors, management, employees and consultants with those of the Company’s stockholders and to offer them the possibility to share in the wealth creation and growth of the Company; and
- (iv) to provide incentives to achieve specified performance targets.

Art. 2 - Definitions

The following terms shall, for purposes of this GSOP, have the following meaning:

“Beneficiary”	a person correctly indicated by the Participant, being his spouse or legal successors, in order to exercise the rights of the Participant under this GSOP after the death of the Participant. The indication, revocation and re-indication of a Beneficiary must occur in writing. Failing any valid indication, the successors of the Participant in accordance with the applicable legislation shall be deemed to be the Beneficiary. In the event of several successors, all successors acting jointly or a person indicated by all successors acting jointly shall be deemed to be the Beneficiary;
“Board of Directors”	the Board of Directors of the Company;
“Committee”	the compensation committee established within the Board of Directors in accordance with the articles of association of the Company;
“Consultant”	a physical or legal person which does not qualify as an employee and delivers services to the Company and/or a Subsidiary on a contractual basis;
“Director”	a member of the Board of Directors of the Company or any subsidiary;
“Disablement”	disablement is defined in accordance with the labor laws applicable to the Employment Agreement entered into between the Employee and the Company or any Subsidiary;
“Employee”	each employee of the Company or a Subsidiary under an employment agreement for an unlimited term;

“Exercise Periods”	the periods during which the Participant may exercise the vested SOP Options in order to acquire the SOP Shares of the Company, in accordance with Article 7 of this GSOP and the SOP Agreement concluded in execution thereof and in accordance with the articles of association of the Company;
“Exercise Price”	the price to be paid by the Participant to the Company for the acquisition of an SOP Share upon exercise of an SOP Option in accordance with Article 7;
“Initial Public Offering”	the public offer of existing or new shares of the company and the subsequent first listing or admission to trading of such shares on an official stock exchange or regulated market;
“Just Cause”	<ul style="list-style-type: none"> (a) fraud, theft, misappropriation of funds or commission of a felony by Participant or any affiliated entity of Participant; (b) intentional misconduct (or failure to act) by Participant or any affiliated entity of Participant that is materially injurious to the financial condition or business reputation of the Company or any Subsidiary; (c) dereliction or gross negligence in the performance of duties or failure to perform duties, by Participant or any affiliated entity of Participant, in a manner consistent with the instructions given to Participant by the competent organ of the Company or any Subsidiary; (d) violation of any material covenant to which Participant or any affiliated entity of Participant has agreed vis-à-vis the Company or any Subsidiary; or (e) just cause (<i>dringende reden -faute grave</i>) as defined under applicable labour laws.
“Listed”	the listing or admission to trading of such shares on an official stock exchange or regulated market
“Participant”	each employee or director to whom a SOP Option is attributed in accordance with this GSOP;
“Performance Targets”	means those performance targets set by the Committee in its sole discretion from time to time, to be used as benchmarks for determining and, as the case may be, accelerating the vesting of the SOP Options;
“SOP Agreement”	Means the agreement to be entered into between a Participant and the Company, setting forth the terms and conditions upon which the Participant has been granted one or more SOP Options;
“SOP Option(s)”	the right to subscribe to new SOP Shares (“warrants”) to be issued in accordance with this GSOP;
“SOP Option Price”	The price, if any, to be paid by the Participant to the Company for the grant of the SOP Option(s);

“SOP Shares”	The Class A shares of Common Stock in the Company to be issued and delivered to the Participant upon exercise of the SOP Option(s);
“Subsidiary”	Any company or organization directly or indirectly controlled by, under joint control with the Company, the term “Control” meaning the ownership of at least 50 % of the voting securities of a company, the power to appoint at least the majority of the Directors or the power to determine otherwise the policy of the company or the organization;
“Termination of the Consultancy Agreement”	The date on which the termination of the Consultancy Agreement has been notified by the Consultant or the Company or the relevant Subsidiary;
“Termination of the Director’s Mandate”	The date on which the termination of the Director’s Mandate has been notified by the Director or the Company or the relevant Subsidiary;
“Termination of the Employment Agreement”	The date on which the termination of the Employment Agreement has been notified by the Employee or the Company of the relevant Subsidiary.
“Transfer”	Any transaction with as a goal, or resulting in, the direct or indirect transfer of a right in rem on SOP Options or SOP Shares, for valuable consideration or for free, even when carried out by way of public auction, voluntarily or by virtue of a judicial decision, including, but not limited to, contributions, exchange transactions, transfers of universalities of assets, mergers, de-mergers, absorptions, liquidations or similar transactions, as well as the granting of options to purchase or sell SOP Options or SOP Shares the conclusion of a swap or other agreement, that completely or partly transfers the economic benefits or the ownership of the SOP Options or SOP Shares, regardless of the fact whether such a transaction is realised by means of delivery of securities, in cash or otherwise.

Art. 3 Administration

3.1 Committee

This GSOP shall be administered by a compensation committee designated by the Board of Directors of the Company (the administering body is hereafter referred to as the “Committee”). The appointment of a member of the Committee shall be effective after approval by the Board of Directors. The Board of Directors may, in its absolute discretion, discharge any member, appoint additional new members in substitution for those previously appointed and/or fill vacancies however caused, provided that it must comply with the composition rules provided for in the articles of association of the Company. Members of the Committee may resign at any time by sending written notification thereof to the Board of Directors of the Company.

3.2 Authority and discretion of the Committee

Subject to the express provisions of this GSOP (including Article 4 hereof) and provided that all actions taken shall be consistent with the purposes of the GSOP, the Committee shall have full and complete authority and the sole discretion to:

- (i) determine which directors, members of management, consultants and categories of Employees can participate in this GSOP;
- (ii) select the Participants to whom SOP Options will be offered under this GSOP;
- (iii) determine the allocation rules for different categories of Employees;
- (iv) establish the terms and conditions upon which the SOP Options may be granted to and/or exercised by the Participants;
- (v) establish the Performance Targets, if any, triggering the vesting of the SOP Options;
- (vi) establish the vesting conditions of the SOP Options;
- (vii) determine or amend any restrictions and conditions of the SOP Options or SOP Shares, including, but not limited to, providing for limitations on the Participant's right to exercise the SOP Options on or after Termination of the Employment Agreement, Director's Mandate or Consultancy Agreement;
- (viii) adopt and implement specific sub-stock option plans per jurisdiction in which Employees are employed that supplement this GSOP and qualify under the specific regulatory and tax provisions of the respective jurisdictions in which Participants are employed by the Company or any Subsidiary; and
- (ix) adopt all rules and regulations, establish, define and/or interpret these and any other terms and conditions, and make all determinations deemed necessary or desirable for the administration of this GSOP.

3.3 The majority rule

A majority of the Committee shall constitute a quorum and the acts of the majority of the members present at any meeting at which a quorum is present shall be deemed the action of the Committee, provided that the veto rights for certain Committee members set forth in the Articles of Association shall at all times be complied with.

Art. 4 - Subject of this GSOP

4.1 Subject

The total number of SOP Shares of the Company that may be the subject of grants of SOP Options under this GSOP, shall not exceed 71,843 SOP Shares of the Company to be issued under this GSOP will be newly issued SOP Shares of the Company. The Shareholders' meeting of the Company at the proposal of the Board of Directors of the Company may, in its sole discretion, with the quorum and majority requirements set forth in the Articles of Association, from time to time decide to increase the total number of SOP Shares above the total specified in the first sentence of Article 4.1.

SOP Shares subject to any SOP Option that (a) may no longer be exercised by a Participant or (b) expires unvested or unexercised, or (c) is reacquired or terminated by the Company, shall no longer count towards the aggregate number of SOP

Shares which have been the subject of SOP Options issued hereunder, and such number of SOP Options shall be the subject of further SOP Option grants under this GSOP, provided, however, that the total number of SOP Shares then eligible for grants under this GSOP may not exceed the total specified in the first sentence of Article 4.1.

The Committee may decide to create different tranches within this GSOP and adopt and implement specific sub-stock option plans per jurisdiction in which Participants are employed by the Company or any Subsidiary that supplement this GSOP and qualify under the respective regulatory and tax provisions of the respective jurisdictions in which Participants are employed by the Company. The sub-stock option plan may provide in specific and even deviating provisions that are necessary to ensure that such plan corresponds to the customary provisions of the respective jurisdiction.

This GSOP shall only become effective upon its adoption by the Board of Directors and shall be submitted to approval by the shareholders of the Company at the next coming shareholders' meeting following adoption of the GSOP. Prior to such shareholder approval of the GSOP, the Committee may grant SOP Options conditioned on shareholder approval. If such shareholder approval is not obtained at or before the first annual shareholders' meeting to occur after the adoption of this GSOP by the Board of Directors, this GSOP and any SOP Options shall be deemed null and void ab initio.

Art. 5 - Terms and conditions of SOP options

5.1 Agreements

The terms and conditions of the grant of a SOP Option to a Participant may, in the discretion of the Committee, be made subject to a SOP Agreement (the terms of which are not inconsistent with this GSOP and the sub-stock option plans, if any).

5.2 SOP option price and exercise price

The SOP Option Price, if any, and the Exercise Price of the SOP Option shall be determined by the Committee, and shall be paid by the Participant or his beneficiary as set forth in the SOP Option and the SOP Agreement.

The Exercise Price of the SOP Option shall be at least equal to the fair market value of the Shares that are the subject of the SOP Option. The fair market value of the Shares that are the subject of this GSOP shall be determined as follows:

- (i) In the event that the Shares of the Company are Listed, the fair market value of the Shares shall, at the option of the Committee, be equal to the average trading price of the Shares for the thirty trading days preceding the date of the offer of the SOP Option or for any other relevant reference period, or the closing price of the Shares for the trading day preceding the date of the offer;
- (ii) In all other cases, the fair market value of the Share shall be determined by the Committee and confirmed by the statutory auditor of the Company, provided that the fair market value may not be less than the book value per Share based on the most recent annual accounts that were approved before the date of the offer.

5.3 Term of the SOP options

The term of a SOP Option shall be maximum 10 years from the issuance.

5.4 Vesting

The Committee will determine the vesting schedule of the SOP Options in its absolute discretion. It may decide to create tranches of SOP Options under the GSOP with different vesting schedules.

The Committee may, in its full discretion, decide to accelerate vesting.

The Committee may designate, from time to time, one or more Performance Targets to be achieved for each fiscal quarter. The Performance Targets, at the discretion of the Committee, may be cumulative, allowing a Participant to receive credit for achieving all or a part of a Performance Target for a prior fiscal period based upon cumulative performance during a specified longer period. In addition, the Committee in its discretion, may establish separate Performance Targets for one or more Participants or Performance Targets which shall be applicable for all Participants.

SOP Options shall become exercisable over such periods of time (of not more than ten years), as shall be determined by the Committee, provided that the Committee may provide for accelerated vesting (such that a greater percentage of the SOP Options will become exercisable) based upon achievement of all or a part of the then designated Performance Targets, if any.

Unless the Committee decides otherwise, the SOP Options, to the extent vested, shall be immediately exercisable. Unless the Committee decides otherwise, the Participants are allowed to exercise between 0 % and 100 % of the vested SOP Options during any Exercise Period.

Unless the Committee has determined a shorter exercise term during which the SOP Options must be exercised, the vested SOP Options must be exercised before the

end of the tenth year following the date of grant of the SOP Options to the Participant and in any event within a period of ten years after the date of issue. If the vested SOP Options have not been exercised in time, the SOP Options shall be automatically null and void, and the SOP Option Price paid by the Participant for the SOP Options, if any, which have not been exercised shall be definitively acquired by the Company.

5.5 In registered form

The SOP Options shall be in registered form and be inscribed in the SOP Option register that is held by the Company at its registered office. The SOP Options may not be converted into bearer form.

5.6 Securities law compliance

The Company, in its discretion, may postpone the issuance and delivery of any SOP Option or SOP Share as may be necessary to achieve compliance with the provisions of any applicable Belgian, United States federal and state or other foreign securities laws or regulations, including without limitation, the public offering, registration or other requirements in respect of the SOP Options or SOP Shares, as the Company may consider appropriate.

Any Transfer of SOP shares acquired upon exercise of SOP Options under the GSOP must comply with the provisions of any applicable securities laws or regulations, including without limitation, public offering, registration or other requirements. In case of any proposed Transfer of SOP Shares issued under the GSOP, the Company will require that the proposed transferee first provide the Company with an appropriate opinion of counsel (which opinion must be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the Shares to be Transferred may be Transferred pursuant to applicable securities laws and regulations.

Furthermore, the Company shall not be obligated to register the SOP Options or SOP Shares under Belgian, United States federal and state or other foreign securities laws (or to register them at any time thereafter). The Company may require that prior to the issuance or exercise of a SOP Option and the issuance, acquisition or Transfer of a SOP Share, the Participant enter into a written agreement to comply with any restrictions on subsequent Transfer that the Company deems necessary or advisable under any applicable securities laws. Certificates of SOP Shares issued hereunder may bear a legend reflecting such restrictions.

5.7 Right to SOP options

No Employee of the Company or any other person shall have any claim or right to be a Participant in this GSOP. Neither this GSOP nor any action taken hereunder shall be construed as (i) giving the Participant a right or entitlement to further participation in this GSOP, or (ii) giving the Participant any right to be retained in the employment of, or continue to be affiliated with, the Company or any Subsidiary thereof, or (iii) giving the Participant any equity or interest of any kind in any assets of the Company, or (iv) creating a fiduciary relationship of any kind between the Participant and the Company.

Art. 6 - Amendment and termination - Modifications of the capital structure of the Company

Contrary to the provisions of article 501 of the Company Code, the Company shall be entitled to adopt any resolution which it deems necessary with respect to its capital, articles of incorporation or its management, including but not limited to modifications of the rights attached to the different classes of shares of the Company and the issuance of shares of the Company with elimination or limitation of the preferential subscription rights of the existing shareholders of the Company, even if such resolutions would imply a reduction in the benefits conferred to the Participants, unless such reduction would be manifestly the only purpose of such resolutions.

In the event of a merger or demerger, the subscription rights attached to the SOP Options that are still outstanding at the date of the decision of the merger or demerger as well as the Exercise Prices connected therewith will be modified in accordance with the exchange ratio applied in the merger or demerger for the existing shares of the Company.

Art. 7 - Exercise of the SOP options

7.1 Exercise period

The exercise of the vested SOP Options against payment of the Exercise Price in order to acquire SOP Shares of the Company shall occur unconditionally and only during the Exercise Periods determined by the Committee within the term of the SOP Options.

The Committee may decide to extend or reduce the Exercise Periods or provide for additional Exercise Periods, within the limits of the provisions of article 499 of the Company Code.

7.2 Partial exercise

Exercisable SOP Options may be exercised wholly or partially, provided that a SOP Option may not be exercised for fractions of SOP Shares.

7.3 Procedure for exercise

An exercisable SOP Option shall be deemed to be exercised upon receipt by the Committee, no later than the last day of the Exercise Period of:

- (i) a written notification by the Participant upon irrevocable instruction of the relevant Participant in the format determined by the Committee, indicating that a SOP Option or a number of SOP Options are exercised by the Participant. The notification shall expressly indicate the number of SOP Shares being subscribed to;

- (ii) the entire amount of the Exercise Price for the exercised SOP Options, by wire transfer to an account of the Company, the number of which shall be communicated by the Company;
- (iii) in the event of the exercise of the SOP Option by a Beneficiary, the submission of appropriate evidence of the right of said person or persons to exercise the SOP Option; and
- (iii) any declaration and documents which the Committee deems necessary or desirable in accordance with any applicable legal and regulatory provision, and of which the Committee requires submission.

7.4 Delivery of SOP shares

The Company shall only be bound to issue the SOP Shares upon the exercise of the SOP Options if the conditions set forth in Article 7.3 are met.

The SOP Shares shall be issued as soon as reasonably possible, taking into account the required administrative and corporate formalities, upon satisfaction of the conditions set forth in Article 7.3. In the event of issuance of new SOP Shares, the Board of Directors or an authorized director shall establish the capital increase before a notary, in accordance with article 591 of the Company Code.

The new SOP Shares issued upon exercise of the SOP Options shall during the current financial year be entitled to a dividend counting as of 1st of January of the year in which the SOP Shares are issued.

7.5 Rights as shareholders

The Participant is not a shareholder, nor shall he have any rights or privileges of a shareholder with respect to the SOP Shares under this GSOP until the date on which these SOP Shares are issued to the Participant by the Company.

7.6 Cashless exercise

The Committee, in its sole discretion, may set up a cashless exercise program after the Company is Listed with financial institutions, in order to allow the Participants to have such institution exercise the SOP Options and simultaneously sell some or all of the SOP Shares issued upon exercise of the SOP Option.

Art. 8 - Exercise and transfer of the SOP options

8.1 Termination of the Employment Agreement, Director's mandate or Consultancy Agreement

Without prejudice to the provisions of the following paragraph and unless the Committee decides otherwise, upon Termination of the Employment Agreement or Consultancy Agreement by the Employee or Consultant or by the Company for reasons other than Just Cause or upon Termination of the Director's Mandate, the vested SOP Options must be exercised by the Participant during the first Exercise Period following the Termination of the Employment Agreement or Consultancy Agreement for reasons other than Just Cause or the Termination of the Director's Mandate, provided that no exercise may take place before the SOP Options are exercisable.

Unless the Committee decides otherwise, all SOP Options that are (i) not vested on the date of Termination of the Employment Agreement, Consultancy Agreement or the Director's Mandate, and (ii) vested but which have not been exercised as determined in the previous paragraph, shall automatically expire and shall be eligible for future grants under the GSOP in accordance with article 4.1 of the GSOP.

8.2 Termination of the Employment Agreement, Director's mandate or Consultancy Agreement for Just Cause

Upon Termination of a Participant's Employment Agreement, Consultancy Agreement or Director's Mandate for Just Cause, all SOP Options, whether vested or not, shall automatically expire and shall be eligible for future grants under the GSOP in accordance with article 4.1 of the GSOP, and the SOP Option Price paid by the Participant, if any, shall be definitely acquired by the Company, unless the Committee decides otherwise.

8.3 Death - Disablement

In the event of Termination of the Employment Agreement, Consultancy Agreement or Director's Mandate of the Participant as a consequence of the death or Disablement of the Participant, all vested SOP Options shall be deemed to be transferred to the Beneficiary of the Participant (in the event of death of the Participant) and shall remain exercisable for the remaining term of the SOP Options in accordance with the provisions of this GSOP and the SOP Agreement.

Unless the Committee decides otherwise, all SOP Options not vested at that time shall automatically expire and shall be eligible for future grants under the GSOP in accordance with article 4.1 of the GSOP.

In the event of death of the Participant the Beneficiary may exercise the SOP Options provided that such Beneficiary complies with the provisions of this GSOP and the SOP Agreement applicable to the Participant and the SOP Option.

8.4 Retirement

In the event of Termination of the Employment Agreement of the Participant as a consequence of his legal retirement, the vested SOP Options shall remain exercisable for the remaining term of the SOP Options in accordance with the provisions of this GSOP and the SOP Agreement.

Unless the Committee decides otherwise, all SOP Options not vested at that time shall automatically expire and shall be eligible for future grants under the GSOP in accordance with article 4.1 of the GSOP.

8.5 Transferability

No Transfer of SOP Options may be effected, without prejudice to Article 8.3 of this GSOP and the Articles of Association of the Company.

Art. 9 - Transfer Restrictions on the SOP Shares

The transfer restrictions included in the Articles of Association of the Company are applicable to any Transfer of SOP Shares by the Participant.

Art. 10 - Miscellaneous

10.1 Amendments, postponements and termination of the GSOP

This GSOP may be entirely or partially amended, modified, postponed or terminated by the Board of Directors at any time. The amendment, postponement or termination of this GSOP shall however not modify the rights or obligations under a vested SOP Option without the consent of the Participant concerned. No SOP Option may be vested during a period of postponement or subsequent termination of this GSOP.

10.2 Costs

The costs with respect to the capital increase upon exercise of the SOP Options shall be borne by the Company.

Stamp duties, stock exchange taxes and other similar duties or fees that are due pursuant to the exercise of the SOP Options and the delivery of the new SOP Shares are to be borne by the Participant.

10.3 Taxes

The Participant shall be solely liable for and undertakes to pay any income or other taxes, social security contributions, Medicare, penalties or interest due by the Participant and/or the Company in connection with the grant, vesting or exercise of a SOP Option, or the acquisition, holding or Transfer of the SOP Shares acquired upon exercise of the SOP Options.

Pursuant to applicable laws, the Company (including, for purposes of this paragraph, a Subsidiary) may be required to collect income or other taxes, social security contributions, Medicare, penalties or interest, upon the grant, vesting or exercise of a SOP Option. The Company may require, as a condition to the grant or exercise of a SOP Option, or at such other time as it may consider appropriate, that

the Participant pay the Company the amount of any taxes, social security contributions, Medicare, penalties or interest which the Company may determine is required to be withheld or collected, and the Participant shall comply with the requirement or demand of the Company. In its discretion, the Company may withhold SOP Shares to be received upon exercise of the SOP Option if it deems this an appropriate method for withholding or collecting taxes, social security contributions, Medicare, penalties or interest.

10.4 Applicable law - Jurisdiction

This GSOP shall be governed by and construed and interpreted in accordance with the laws of Belgium. Any dispute relating to this GSOP shall be submitted to the exclusive jurisdiction of the courts of Ghent, Belgium.

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Antwerpsesteenweg 19, 9080 Lochristi
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(the "Company")

STOCK OPTION PLAN 2013 ('PLAN')

INVESTMENT IN THE SHARES ACQUIRED UPON EXERCISE OF THE STOCK OPTIONS IS VERY RISKY. THE COMPANY IS A TECHNOLOGY COMPANY AND THE VALUE OF THE SHARES OF SUCH COMPANIES TENDS TO BE VERY VOLATILE. WHETHER YOU WILL MAKE A PROFIT ON YOUR INVESTMENT WILL, INTER ALIA, DEPEND OF THE PERFORMANCE OF THE COMPANY AND THE INTERNATIONAL MARKETS FOR TECHNOLOGY COMPANIES. YOU COULD LOOSE YOUR ENTIRE INVESTMENT.

YOU ARE ADVISED TO OBTAIN INDEPENDENT AND EXPERT ADVICE TO FORM YOUR OWN OPINION ABOUT THE STRENGTHS AND WEAKNESSES OF SUCH INVESTMENT.

THE PLAN, THE OFFER AND THE ACCEPTANCE FORM NOR ANY OTHER DOCUMENT GOVERNING THE RELATIONSHIP BETWEEN THE COMPANY AND THE PARTICIPANT CONTAIN ANY OBLIGATION OF THE COMPANY OR ANY OF ITS SHAREHOLDERS, TO REPURCHASE OR PURCHASE THE SHARES ACQUIRED BY PARTICIPANTS UPON EXERCISE OF THE STOCK OPTIONS. IT MAKES NO DIFFERENCE WHETHER THE PARTICIPANT REMAINS EMPLOYED BY THE COMPANY OR ANY OF SUBSIDIARIES. FURTHERMORE, THERE IS NO PUBLIC MARKET FOR THE SHARES, NOR IS ONE EXPECTED IN THE NEAR FUTURE. YOUR INVESTMENT MAY THEREFORE REMAIN ILLIQUID FOR A LONG PERIOD OF TIME.

The purposes of this Plan are to support and achieve the following corporate and human resource objectives:

- (a) to provide long-term incentives for employees, directors, managers and consultants of the Company and its Subsidiaries, who are in a position to contribute to the success and growth of the Company;
- (b) to stimulate the participation in the Companies' capital by employees, directors, managers and consultants, to stimulate the long-term cooperation with such persons and to ensure the personal motivation of employees, directors, managers and consultants with respect to the further growth of the Company;
- (c) to assist the Company and any of its Subsidiaries in retaining employees, directors, managers and consultants with the requisite experience and skills; and
- (d) to create a mutual interest between the Participants, on the one hand, that are given the opportunity to participate in the growth of the Company by exercising their Stock Options, and, on the other hand, the shareholders of the Company, who's interest is focused on the capital gain.

Each Stock Option entitles the beneficiary thereof to subscribe to one Common Share. The total number of Common Shares that may be subject of grants of Stock Options under this Plan shall not exceed 71,843 including any sub stock option plans.

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STOCK OPTION PLAN 2013 (‘PLAN’)

The Plan shall be administered by the Board of Directors of the Company. Subject to the express provisions of this Plan and provided that all actions taken shall be consistent with the purposes of the Plan, the Board of Directors shall have full and complete authority and the sole discretion to:

- determine which directors, members of management, employees and consultants can participate in this Plan;
- select the Participants to whom Stock Options will be offered under this Plan;
- determine the allocation rules for different categories of Participants;
- establish the terms and conditions upon which the Stock Options may be granted to and/or exercised by the Participants;
- establish the vesting conditions of the Stock Options;
- determine or amend any restrictions and conditions of the Stock Options or the Shares of the Company, including, but not limited to, providing for limitations on the Participant’s right to exercise the Stock Options on or after Termination of the Employment Agreement, Consultancy Agreement or Director’s mandate;
- adopt and implement specific sub-stock option plans per jurisdiction in which Participants are employed that supplement this Plan and qualify under the specific regulatory and tax provisions of the respective jurisdictions in which Participants are employed by the Company or any Subsidiary; and
- adopt all rules and regulations, establish, define and/or interpret these and any other terms and conditions, and make all determinations deemed necessary or desirable for the administration of this Plan.

1. Definitions

The following terms shall have the following meaning:

Offer	The offer of Stock Options to the Participants in accordance with article 3.2.2.;
Shares	The shares of the Company;
Employment Agreement	The agreement made in accordance with the law of July 3 1978 (or a similar agreement as made in compliance with a different judicial system) following which a person works under an employment contract with the Company or any of its Subsidiaries;
Beneficiary	The person that has been appointed by the Participant in accordance with article 3.3.5.2. to exercise the rights of the Participant after the death of the Participant;
Director	A member of the Board of Directors of the Company or any Subsidiary;
Consultancy Agreement	The agreement other than an Employment Agreement on the basis of which services are delivered to the Company or any Subsidiary.

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Change of Control	(i) a sale or merger following which Shares representing at least 50% of the voting rights of the issued Shares are transferred to one or more persons or entities other than persons or entities that hold securities immediately prior to such transaction; or (ii) the sale, contribution or other transfer of all or substantially all assets of the Company upon or following a liquidation of the Company;
Date of Offer	The date the Stock Options are offered to the Participants in accordance with article 3.2.2.;
Date of Issuance	The date the Stock Options are issued;
Termination of the Employment Agreement, the Consultancy Agreement, Director's mandate	The date on which the termination, for whatever (or no) reason, of the Employment Agreement, the Consultancy Agreement or the mandate as Director of the Participant has been notified to the Participant, with the exception of a termination accompanied by a simultaneous execution of an Employment Agreement, Consultancy Agreement or appointment as Director with the Company or any Subsidiary (at the latest upon effective termination of the Employment Agreement, Consultancy Agreement or appointment as Director, i.e. upon expiry of the possible notice period);
Participant	The persons who are offered Stock Options, <i>i.e.</i> persons that at the Date of Offer are bound to the Company by an Employment Agreement, Consultancy Agreement or by a mandate as Director. The amount of Stock Options to be offered to the Participants are determined in accordance with article 3.2.2.;
Common Shares	The shares class A of the Company;
IPO	A first public offering with a view on a public offer of new issued and/or existing Shares of the Company and/or the listing of these Shares on a regulated market;
Board of Directors	The board of directors of the Company;
Vesting Start Date	The date, applicable for a specific Participant, as of which the Stock Options held by the relevant Participant start vesting as described in article 3.2.5;
Exercise Period	The period or periods during which the Participant may exercise the Stock Options in accordance with article 3.3.4. in exchange for Common Shares;
Exercise Price	The price payable by the Participant for the exercise of one Stock Option, as determined herein;

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Company	Amplidata N.V., having its registered seat at Antwerpsesteenweg 19, 9080 Lochristi, company registration number 0882.574.492;
Subsidiary	A with the Company affiliated company in the meaning of article 11 of the Belgian Companies Code;
Stock Option	Means a right to subscribe to new Common Shares to be issued in accordance with the Plan;
Stock Option Beneficiary	The person that is registered in the stock option registry of the Company as owner of one or more Stock Options.

2. Stock Option Price and Exercise Price

The Stock Options shall be offered at an issue price of EUR 0.

Any Stock Option entitles the beneficiary thereof to subscribe to one Common Share in accordance with the terms and conditions described below.

The Exercise Price of the Stock Options shall be at least equal to the fair market value of the Common Shares as determined – at the time of the Offer – in the valuation report established by or on behalf of the Board of Directors and confirmed by the statutory auditor of the Company.

3. Terms and conditions of the Stock Options

3.1. Shares: class and quantity

Any Stock Option entitles the beneficiary thereof to subscribe to one (1) Common Share (subject to potential changes to the exercise ratio described further).

3.2. Stock Options: Offer, acceptance and vesting

3.2.1. Participants

The Stock Options shall be offered to Participants.

The Company shall apply the appropriate (parafiscal) tax treatment in case Stock Options are granted to a physical person that is bound by an Employment Agreement, Consultancy Agreement or a mandate as Director and who is subject to the provisions of the Law of March 26 1999.

3.2.2. Offer of Stock Options to Participants

The Stock Options are offered to the Participants on the basis of a resolution of the Board of Directors (who is entitled to delegate this competence), that shall determine (i) the persons that shall be Participants (ii) the amount of Stock Options to be offered to a Participant; and (iii) any additional terms and conditions applicable to the Stock Options.

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The Participants are informed in writing of the Offer. The Offer indicates the amount of Stock Options offered to the Participant, as well as the terms and conditions. This notification shall be accompanied with an acceptance form. Following the Date of Offer the procedure of articles 3.2.3-3.2.4. applies.

3.2.3. Acceptance Period

Every Participant has a period of sixty (60) calendar days following the Date of Offer to inform the Company by means of the acceptance form whether he or she accepts or refuses all or part of the Stock Options offered. The acceptance can only relate to all or a part of the Stock Options offered, but not to a part of one Stock Option.

In case of acceptance of the Offer, the acceptance form must be returned to the Company. The Participant that did not inform the Company within a period of sixty (60) calendar days following the Date of Offer about his or her acceptance and/or refusal, shall irrevocable be considered to have refused the Offer. The Offer expires automatically upon the expiry of said period of sixty (60) calendar days and no acceptance of the offered Stock Options shall be possible thereafter.

The acceptance form shall contain a specific power of attorney to confirm, on behalf and for the account of the Participant, to have read and understood all provisions of the bylaws of the Company, to have studied these bylaws thoroughly and to explicitly agree to the submission to the provisions of the bylaws of the Company.

3.2.4. Stock Option Grants

Upon expiry of the aforementioned period of sixty (60) calendar days, the amount of accepted Stock Options is determined. The authorised representative shall proceed within a reasonable period of time with the confirmation of the issuance of the amount of Stock Options that were accepted by the Participants.

The Stock Options that were not accepted can be offered again to Participants.

3.2.5. Vesting of the Stock Options

Without prejudice to the other exercise terms of the Stock Options (e.g. articles 3.3.5 and 3.3.6) the accepted Stock Options shall vest in accordance with the vesting schedule described below, unless the Board of Directors adopts a different vesting schedule in its sole discretion. The below described vesting schedule does however not apply to Stock Options granted to Incubaid BVBA that are immediately vested the date of accepting the Offer. Incubaid BVBA shall be entitled to use the accepted Stock Options for the realization of an own stock option incentive plan to the benefit of its employees, consultants and managers. Incubaid BVBA shall be entitled to grant options to the Stock Options, or to transfer the Stock Options to its own selected participants.

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12/48th of the Stock Options accepted by the Participant shall be vested 12 months following the Vesting Start Date. The remaining Stock Options shall vest at a rate of 1/36th per month over a 36-month period following the thirteenth (13th) month of the Vesting Start Date; and provided that the Termination of the Employment Agreement, the Termination of the Consultancy Agreement or the Termination of a Director’s mandate did not occur prior to the relevant vesting date.

Vesting shall always apply to full Stock Options. In case 12/48th or 1/36th, as the case may be, of the Stock Options granted to the Participant does not equal an integral number, this number shall be rounded of downwards. The thus neglected fractions shall vest as soon as they add up to one.

Upon Termination of the Employment Agreement, Termination of the Consultancy Agreement or Termination of a Director’s mandate between one of the dates referred to above, no Stock Options will vest during for that part of a month.

3.3. Other terms with respect to the Stock Options

3.3.1. *Issue Price*

The issue price of Stock Option is EUR 0 (zero).

3.3.2. *Exercise Price*

The Exercise Price of the Stock Options shall be at least equal to the fair market value of the Common Shares as determined – at the time of the Offer – in the valuation report established by or on behalf of the Board of Directors and confirmed by the statutory auditor of the Company.

3.3.3. *Term of a Stock Option*

The term of Stock Option shall be 10 years as from the issuance.

3.3.4. *Exercise Periods*

Without prejudice to the provisions of articles 3.2.5, 3.3.5 and 3.3.6, vested Stock Options can be exercised in accordance with the provisions of articles 3.3.9, during the second 15 days of each calendar semester (the “**Exercise Period(s)**”), it being understood that the Board of Directors shall be entitled to define additional Exercise Period(s) at its sole discretion. The second 15 days of the last complete calendar semester within the term of a Stock Option is considered the last Exercise Period. Every Exercise Period shall be closed on the last banking day of the Exercise Period concerned.

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The Stock Option Beneficiary shall be entitled to exercise all or a part of the vested Stock Options during an Exercise Period, and to postpone the exercise of not exercised Stock Options to a next Exercise Period, subject however to the exceptions and limitations set out in articles 3.3.5 and 3.3.6.

The Stock Options that are exercisable the moment of closure of the last Exercise Period shall automatically become null and void.

The Board of Directors is entitled to define one or more additional Exercise Period(s) between the Date of Issuance and the end of the last Exercise Period.

3.3.5. Exercise of Stock Options: exceptions and limitations

3.3.5.1. Termination of the Employment Agreement, Termination of the Consultancy Agreement or Termination of a Director’s mandate

(i) Termination of the Employment Agreement, the Consultancy Agreement or a Director’s mandate for just cause

Upon Termination by the Company of: (i) the Employment Agreement for just cause (in the meaning of article 35 of the law of July 3 1978 or any other applicable labour law in Belgium or abroad), (ii) the Consultancy Agreement for breach of contract by the consultant; or (iii) the Director’s mandate for gross default of the Director, all Stock Options held by the Participant who is also the Stock Option Beneficiary (or who has transferred the Stock Options to its controlling shareholder pursuant to article 3.3.7) and that have not been exercised, whether vested or not, shall automatically expire and become null and void.

(ii) Termination of the Employment Agreement, the Consultancy Agreement or a Director’s mandate for reasons other than referred to in articles 3.3.5.1, 3.3.5.2 and 3.3.5.3

Upon Termination of the Employment Agreement, the Consultancy Agreement or a Director’s mandate of a Participant who is also the Stock Option Beneficiary (or who has transferred the Stock Options to its controlling shareholder pursuant to article 3.3.7), for another reason than the reasons referred to in articles 3.3.5.1, 3.3.5.2 and 3.3.5.3, the vested Stock Options must be exercised by the Participant during the then running Exercise Period or the Exercise Period immediately following such termination. The Board of Directors may, at its sole discretion, at the latest upon the expiry of said Exercise Period, decide that the vested Stock Options held by the Participant can be exercised further in accordance with the terms and conditions of the Stock Options. The Stock Options that are not vested the moment of Termination of the Employment Agreement, the Consultancy Agreement or a Director’s mandate shall expire automatically and become null and void.

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3.3.5.2. Death

In the event a Stock Option Beneficiary deceases while a vested Stock Option is not yet exercised and if such vested Stock Option is still exercisable in accordance with the terms and conditions of the Plan, or may become exercisable, all Stock Options that are not exercised are transferred to the Beneficiary. The Stock Options that are not vested in accordance with article 3.2.5 the moment of the decease expire automatically and become null and void.

A Stock Option Beneficiary can only appoint his or her spouse or husband and/or one or more legal heirs as Beneficiary.

The appointment, as well as any revocation or re-appointment of a Beneficiary must be done in writing.

In the event that no Beneficiary was appointed, the Beneficiary shall be the legal heirs as appointed per the applicable law of succession. In case there are different heirs, all heirs acting jointly or, as the case may be, a person appointed to represent all heirs, shall be considered the Beneficiary.

3.3.5.3. Retirement/disability

In the event of Termination of the Employment Agreement, Termination of the Consultancy Agreement or Termination of the Director's mandate of the Participant as a consequence of the legal retirement of the Participant or as a consequence of permanent disability of the Participant, the vested Stock Options shall remain exercisable in accordance with the provisions of this Plan. The Stock Options that are not vested in accordance with article 3.2.5 the moment of Termination of the Employment Agreement, Termination of the Consultancy Agreement or Termination of the Director's mandate expire automatically and become null and void.

3.3.6. Change of Control

3.3.6.1 Acceleration

In the event of a Change of Control the Board of Directors shall be entitled to decide to accelerate the exercise of all or part of the Stock Options. In case of early exercise the Board of Directors shall also be entitled to decide whether or not the Stock Options automatically expire if they are not exercised in the then running or the next Exercise Period.

3.3.6.2 Drag Along

The Common Shares that the Stock Option Beneficiary acquires following the exercise of the Stock Options after the occurrence of a Change of Control event shall be subject to a drag along right (the obligation of the Stock Option Beneficiary to sell its Common Shares at the terms and conditions as accepted by a majority of the shareholders of the Company), *mutatis mutandis* as described in the bylaws of the Company, as amended from time to time.

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3.3.7. Transferability

No transfer of Stock Options may be effected, unless (i) in accordance with article 3.3.5.2 of this Plan; (ii) in case the transfer has been approved by the Board of Directors; and (iii) in case of a transfer by a legal person to its physical person – controlling shareholder, provided that the Company is notified thereof and provided that the controlling shareholder remains the controlling shareholder of the transferring legal entity. In case the controlling shareholder ceases to be the controlling shareholder of the legal entity the Stock Options transferred to him/her automatically expire and become null and void.

3.3.8. Underlying Securities

3.3.8.1. Every Stock Option entitles the beneficiary thereof to subscribe to one (1) Common Share (subject to potential changes to the exercise ratio described further).

The transferability of the Common Shares is subject to the transfer restriction set out in the bylaws of the Company, as applicable the moment of transfer, including, amongst others, the provisions related to the transfer of securities including a possible drag along right that, in certain conditions, can result in an automatic transfer of Common Shares for the account of an owner of Common shares without any consent of the owner concerned being necessary.

The Common Shares issued following the exercise of Stock Options shall entitle the Participant to a dividend counting as of the first day of the accounting year during which the Stock Options are exercised.

3.3.8.2. The Company shall only be obliged to issue Common Shares to the benefit of the Stock Option Beneficiary upon compliance with the provisions of article 3.3.9. Upon exercise of the Stock Options no fractions of Common Shares shall be issued.

The Common Shares shall be issued following the end of the relevant Exercise Period as soon as reasonably possible and taking into account the necessary administrative and corporate formalities.

Following the issuance of the Common Shares the Board of Directors shall ensure registration of these Common Shares in the name of the Stock Option Beneficiary in the shareholder’s register of the Company.

3.3.9. Exercise procedure

An exercisable Stock Option shall be deemed to be exercised upon receipt by the Board of Directors, no later than the last day of the Exercise Period of:

- A registered letter (with proof of receipt) addressed to the registered seat of the Company for the attention of the Board of Directors indicating that a Stock Option or a number of Stock Options are exercised. The notification shall expressly indicate the number of Stock Options being exercised;

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- Full payment of the Common Shares that are being subscribed to, by wire transfer to an account of the Company that shall be communicated by the Company;
- in the event of the exercise of Stock Options by a person or persons other than the Participant, the submission of appropriate evidence of the right of such person or persons to exercise the Stock Option; and
- any declaration and documents which the Board of Directors deems necessary or desirable in accordance with any applicable legal and regulatory provision, and of which the Board of Directors requires submission.

Regardless of the moment (within the relevant Exercise Period) on which all above actions have been executed, the Stock Options shall be deemed to be exercised the last day of the Exercise Period.

3.3.10. Costs and taxes

All costs related to the issuance of Common Shares shall be borne by the Company.

Stamp duties, stock exchange taxes and other similar duties or fees that are due pursuant to the exercise of the Stock Options and the delivery of the new Common Shares are to be borne by the Participant.

3.4. Modifications to the capital structure of the Company – reservation of rights

Deviating from the stipulations of article 501 of the Belgian Companies’ Code, and without prejudice to the legally defined exceptions, the Company shall be entitled to adopt any resolution which it deems necessary with respect to its capital, securities, articles of incorporation or its management, including but not limited to a capital decrease with or without distribution to shareholders, a capital increase by means of incorporating reserves regardless of the issuance of new shares, a capital increase by means of a contribution in kind, a capital increase by means of a contribution in cash regardless of a limitation of the preferential subscription right of the existing shareholders, the issuance of shares of a new category, the issuance of Common Shares, the issuance of convertible bonds, the issuance of preferred stock, the issuance of bonds *cum warrant*, the issuance of bonds or naked warrants, modifications of the bylaws with respect to the distribution of profit or liquidation preferences or modifications of other rights attached to Common Shares or Shares, a stock split, distribution of dividends, dissolution of the Company, a merger, a demerger or a contribution or

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transfer of a totality of assets or of a branch regardless of such event is accompanied by an exchange of Common Shares or Shares. The Company is entitled to adopt any of these resolutions, even if such resolutions would imply a reduction in the benefits conferred to the Participants, unless such reduction would be manifestly the only purpose of such resolutions.

The amount of Common Shares that shall be issued in case of a split of Common Shares or in case of merge of Common Shares, shall be adapted automatically allowing the Stock Option Beneficiary upon the exercise of the Stock Options to subscribe to an amount of Common Shares equal to the amount of Common Shares the Stock Option Beneficiary would have acquired if the Stock Options would have granted the Stock Option Beneficiary the right to subscribe to Common Stock and the Stock Option Beneficiary would have exercised the Stock Options immediately prior to the stock split or merger of Common Shares and his Common Shares would thus have been subject to the stock split or merger of Common Shares.

In the event of a merger or demerger, and without prejudice to the provisions of article 3.3.6.1, the Board of Directors shall use its best endeavors to procure that the Stock Options that are outstanding the date of such event are replaced by stock options giving right to ordinary shares of the merged or demerged entity in accordance with the exchange ratio applied to the then existing Common Shares of the Company.

3.5. Securities law compliance

The Company, in its discretion, may postpone the issuance and delivery of any Stock Option or Common Shares as may be necessary to achieve compliance with the provisions of any applicable Belgian, or other foreign securities laws or regulations, including without limitation, the public offering, registration or other requirements in respect of the Stock Options or Common Shares, as the Company may consider appropriate.

Any Transfer of Common Shares acquired upon exercise of the Stock Options under the Plan must comply with the provisions of any applicable securities laws or regulations, including without limitation, public offering, registration or other requirements. In case of any proposed transfer of Common Shares issued under the Plan, the Company will require that the proposed transferee first provide the Company with an appropriate opinion of counsel (which opinion must be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the Common Shares to be transferred may be transferred pursuant to applicable securities laws and regulations.

Furthermore, the Company shall not be obligated to register the Stock Options or Common Shares under Belgian or other foreign securities laws (or to register them at any time thereafter). The Company may require that prior to the issuance or exercise of a Stock Option and the issuance, acquisition or transfer of a Common Share, the Participant enter into a written agreement to comply

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with any restrictions on subsequent transfer that the Company deems necessary or advisable under any applicable securities laws. Certificates of SOP Shares issued hereunder may bear a legend reflecting such restrictions.

3.6. Right to Stock Options

No Employee of the Company or any other person shall have any claim or right to be a Participant in this Plan. Neither this Plan nor any action taken hereunder shall be construed as (i) giving the Participant a right or entitlement to further participation in this Plan, or (ii) giving the Participant any right to be retained in the employment of, or continue to be affiliated with, the Company or any Subsidiary thereof, or (iii) giving the Participant any equity or interest of any kind in any assets of the Company, or (iv) creating a fiduciary relationship of any kind between the Participant and the Company.

3.7. Taxes

The Participant shall be solely liable for and undertakes to pay any income or other taxes, social security contributions, penalties or interest due by the Participant and/or the Company in connection with the grant, vesting or exercise of a Stock Option, or the acquisition, holding or transfer of the Common Shares acquired upon exercise of the Stock Options.

Pursuant to applicable laws, the Company (including, for purposes of this paragraph, a Subsidiary) may be required to collect income or other taxes, social security contributions, penalties or interest, upon the grant, vesting or exercise of a Stock Option. The Company may require, as a condition to the grant or exercise of a Stock Option, or at such other time as it may consider appropriate, that the Participant pay the Company the amount of any taxes, social security contributions, penalties or interest which the Company may determine is required to be withheld or collected, and the Participant shall comply with the requirement or demand of the Company. In its discretion, the Company may withhold Common Shares to be received upon exercise of the Stock Option if it deems this an appropriate method for withholding or collecting taxes, social security contributions, penalties or interest.

3.8. Miscellaneous

3.8.1. Applicable law

The Stock Options and the terms and conditions of the Plan are governed by Belgian law.

3.8.2. Jurisdiction

Any dispute in relation the Stock Option or the terms and conditions of the Plan shall exclusively be submitted to the exclusive jurisdiction of the competent courts of Ghent, Belgium.

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3.8.3. Notifications

Any notification to the Stock Option Beneficiary shall be sent by registered mail to the (last known) address or hand delivered against acknowledgement of receipt.

Any notification to the Company shall be sent by registered mail to the registered seat of the Company or hand delivered against acknowledgement of receipt.

Any notification is deemed delivered three working days following the date as postmark of the registered letter. Changes of address must be notified in accordance with this article.

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2013 STOCK INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are to attract and retain the best available personnel, to provide additional incentives to Employees, Directors and Consultants and to promote the success of the Company's business. This Plan supplements the Amplidata Global Stock Option Plan in order to ensure that the specific regulatory and tax provisions of the United States are fully complied with for grants of Options to Grantees in the United States. This Plan is expressly subject to all the terms and conditions contained in the Global Stock Option Plan, and the Global Stock Option Plan is hereby incorporated herein by reference, provided that this Plan may expressly deviate from the terms and conditions contained in the Global Stock Option Plan, including but not limited to such deviations as are required to fully comply with United States federal or state regulatory or tax provisions.

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) "Administrator" means the Board or any of the Committees appointed to administer the Plan.

(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 and state securities laws, the corporate laws of California and, to the extent other than California, the corporate law of the state of the Company's incorporation, the Code, the rules of any applicable stock exchange or national market system, and the rules of any non-U.S. jurisdiction applicable to Awards granted to residents therein.

(d) "Assumed" means that pursuant to a Corporate Transaction 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 successor entity or its Parent in connection with the Corporate Transaction with appropriate adjustments to the number and type of securities of the successor entity or its Parent subject to the Award and the exercise or purchase price thereof which at least preserves the compensation element of the Award existing at the time of the Corporate Transaction as determined in accordance with the instruments evidencing the agreement to assume the Award.

(e) "Award" means the grant of an Option, SAR, Dividend Equivalent Right, Restricted Stock, Restricted Stock Unit or other right or benefit under the Plan.

(f) "Award Agreement" means the written agreement evidencing the grant of an Award executed by the Company and the Grantee, including any amendments thereto.

(g) “Board” means the Board of Directors of the Company.

(h) “Cause” means, with respect to the termination by the Company or a Related Entity of the Grantee’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 agreement between the Grantee and the Company or such Related Entity, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee’s: (i) performance of any act or failure to perform any act in bad faith and to the detriment of the Company or a Related Entity; (ii) dishonesty, intentional misconduct or material breach of any agreement with the Company or a Related Entity; or (iii) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; provided, however, that with regard to any agreement that defines “Cause” on the occurrence of or in connection with a Corporate Transaction, such definition of “Cause” shall not apply until a Corporate Transaction actually occurs.

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

G) “Committee” means any committee composed of members of the Board appointed by the Board to administer the Plan.

(k) “Common Stock” means the Class A Shares of Common Stock of the Company.

(l) “Company” means Amplidata N.V., a Belgian company, or any successor entity that adopts the Plan in connection with a Corporate Transaction.

(m) “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.

(n) “Continuous Service” means that the provision of services 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 of 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. A Grantee’s Continuous Service shall be deemed to have terminated either upon an actual termination of Continuous Service or upon the entity for which the Grantee provides services ceasing to be a Related Entity. Continuous Service shall not be considered interrupted in the case of (i) any approved leave of absence, transfers among the Company, any Related Entity, or any successor, 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 or a Related Entity in any capacity of Employee, Director or Consultant (except as otherwise provided in the Award Agreement). An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave. 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 day three (3) months and one (1) day following the expiration of such three (3) month period.

(o) “Corporate Transaction” means any of the following transactions, provided, however, that the Administrator shall determine under parts (iv) and (v) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(i) a merger or consolidation in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state or country in which the Company is incorporated;

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(iii) the complete liquidation or dissolution of the Company;

(iv) any reverse merger or series of related transactions culminating in a reverse merger (including, but not limited to, a tender offer followed by a reverse merger) in which the Company is the surviving entity but (A) the shares of Common Stock outstanding immediately prior to such merger are converted or exchanged by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such merger or the initial transaction culminating in such merger, but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction; or

(v) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities, but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction.

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

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

(r) “Disability” means as defined under the long-term disability policy of the Company or the Related Entity to which the Grantee provides services regardless of whether the Grantee is covered by such policy. If the Company or the Related Entity to which the Grantee provides service does not have a long-term disability plan in place, “Disability” means that a Grantee is unable to carry out the responsibilities and functions of the position held by the Grantee by reason of any medically determinable physical or mental impairment for a period of

not less than ninety (90) consecutive days. A Grantee will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Administrator in its discretion.

(s) “Dividend Equivalent Right” means a right entitling the Grantee to compensation measured by dividends paid with respect to Common Stock.

(t) “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 of a director’s fee by the Company or a Related Entity shall not be sufficient to constitute “employment” by the Company.

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

(v) “Fair Market Value” means, 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 of 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 Administrator) 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 Administrator 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 Administrator 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 Administrator in good faith and in a manner consistent with Applicable Laws and the Global Stock Option Plan.

(w) “Grantee” means an Employee, Director or Consultant who receives an Award under the Plan.

(x) “Immediate Family” means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive

relationships, any person sharing the Grantee's household (other than a tenant or employee), a trust in which these persons (or the Grantee) have more than fifty percent (50%) of the beneficial interest, a foundation in which these persons (or the Grantee) control the management of assets, and any other entity in which these persons (or the Grantee) own more than fifty percent (50%) of the voting interests.

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

(aa) "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.

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

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

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

(ee) "Plan" means this 2013 Stock Incentive Plan.

(ff) "Post-Termination Exercise Period" means the period specified in the Award Agreement of not less than thirty (30) days commencing on the date of termination (other than termination by the Company or any Related Entity for Cause) of the Grantee's Continuous Service, or such longer period as may be applicable upon death or Disability.

(gg) "Registration Date" means the first to occur of (i) the closing of the first sale to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, of (A) the Common Stock or (B) the same class of securities of a successor corporation (or its Parent) issued pursuant to a Corporate Transaction in exchange for or in substitution of the Common Stock; and (ii) in the event of a Corporate Transaction, the date of the consummation of the Corporate Transaction if the same class of securities of the successor corporation (or its Parent) issuable in such Corporate Transaction shall have been sold to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, on or prior to the date of consummation of such Corporate Transaction.

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

(ii) "Replaced" means that pursuant to a Corporate Transaction the Award is replaced with a comparable stock award or a cash incentive program of the Company, the

successor entity (if applicable) or Parent of either of them which preserves the compensation element of such Award existing at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same (or a more favorable) vesting schedule applicable to such Award. The determination of Award comparability shall be made by the Administrator and its determination shall be final, binding and conclusive.

(jj) "Restricted Stock" means Shares issued under the Plan to the Grantee 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 Administrator.

(kk) "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 Administrator and which may be settled for cash, Shares or other securities or a combination of cash, Shares or other securities as established by the Administrator.

(ll) "Rule 16b-3" means Rule 16b-3 promulgated under the Exchange Act or any successor thereto.

(mm) "SAR" means a stock appreciation right entitling the Grantee to Shares or cash compensation, as established by the Administrator, measured by appreciation in the value of Common Stock.

(nn) "Share" means a share of the Common Stock of the Company.

(oo) "Subsidiary" means a "subsidiary corporation", whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Stock Subject to the Plan.

(a) Subject to the provisions of Section 10 below, the maximum aggregate number of Shares which may be issued pursuant to all Awards (including Incentive Stock Options) is Seventy One Thousand Eight Hundred Forty Three (71,843)Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) Any Shares covered by an Award (or portion of an Award) which is forfeited, canceled or expires (whether voluntarily or involuntarily) 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. 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, except that if unvested Shares are forfeited or repurchased by the Company, such Shares shall become available for future grant under the Plan. To the extent not prohibited by the listing requirements of The NASDAQ Stock Market LLC (or other established stock exchange or national market system on which the Common Stock is traded) and Applicable Law, any Shares covered by an Award which are surrendered (i) in payment of the Award exercise or purchase price or (ii) in satisfaction of tax withholding obligations incident to the exercise of an Award shall be deemed not to have been issued for purposes of determining the maximum number of Shares which may be issued pursuant to all Awards under the Plan, unless otherwise determined by the Administrator.

4. Administration of the Plan.

(a) Plan Administrator.

(i) Administration with Respect to Directors and Officers. Prior to the Registration Date, with respect to grants of Awards to Directors or Employees who are also Officers or Directors of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws. On or after the Registration Date, with respect to grants of Awards to Directors or Employees who are also Officers or Directors of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws and to permit such grants and related transactions under the Plan to be exempt from Section 16(b) of the Exchange Act in accordance with Rule 16b-3. Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board.

(ii) Administration With Respect to Consultants and Other Employees. With respect to grants of Awards to Employees or Consultants who are neither Directors nor Officers of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws. Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board.

(iii) Administration With Respect to Covered Employees. Notwithstanding the foregoing, as of and after the date that the exemption for the Plan under Section 162(m) of the Code expires, as set forth in Section 19 below, grants of Awards to any Covered Employee intended to qualify as Performance-Based Compensation shall be made only by a Committee (or subcommittee of a Committee) which is comprised solely of two or more Directors eligible to serve on a committee making Awards qualifying as Performance-Based Compensation. In the case of such Awards granted to Covered Employees, references to the "Administrator" or to a "Committee" shall be deemed to be references to such Committee or subcommittee.

(b) Multiple Administrative Bodies. The Plan may be administered by different bodies with respect to Directors, Officers, Consultants, and Employees who are neither Directors nor Officers.

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

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

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

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

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

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

(vi) to establish additional terms, conditions, rules or procedures to accommodate the rules or laws of applicable non-U.S. jurisdictions and to afford Grantees favorable treatment under such rules or laws; provided, however, that no Award shall be granted under any such additional terms, conditions, rules or procedures with terms or conditions which are inconsistent with the provisions of the Global Stock Option Plan and this Plan;

(vii) to amend the terms of any outstanding Award granted under the Plan, provided that any amendment that would adversely affect the Grantee's rights under an outstanding Award shall not be made without the Grantee'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 Grantee. Notwithstanding the foregoing, (A) the reduction or increase of the exercise price of any Option awarded under the Plan and the base appreciation amount of any SAR awarded under the Plan and (B) 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, or other Award, in each case, shall not be subject to stockholder approval;

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

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

The express grant in the Plan of any specific power to the Administrator shall not be construed as limiting any power or authority of the Administrator, provided that the Administrator may not exercise any right or power reserved to the Board. Any decision made or action taken by the Administrator 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 Administrator or the Company is delegated shall be defended and indemnified by the Company to the extent permitted by law on an after-tax basis against all reasonable expenses, including attorneys' fees, actually and necessarily incurred

in connection with the defense of any claim, investigation, action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, or any Award granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by the Company) or paid by them in satisfaction of a judgment in any such claim, investigation, action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such claim, investigation, action, suit or proceeding that such person is liable for gross negligence, bad faith or intentional misconduct; provided, however, that within thirty (30) days after the institution of such claim, investigation, action, suit or proceeding, such person shall offer to the Company, in writing, the opportunity at the Company's expense to defend the same.

5. Eligibility. Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants. Incentive Stock Options may be granted only to Employees of the Company or a Parent or a Subsidiary of the Company. 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 Administrator may determine from time to time.

6. Terms and Conditions of Awards.

(a) Types of Awards. The Administrator is authorized under the Plan to award any type of arrangement to an Employee, Director or Consultant that is not inconsistent with the provisions of the Global Stock Option Plan and this Plan and that by its terms involves or might involve the issuance of (i) Shares, (ii) cash or (iii) an Option, SAR, or similar right with a fixed or variable price related to the Fair Market Value of the Shares and with an exercise or conversion privilege related to the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions. Such awards include, without limitation, Options, SARs, sales or bonuses of Restricted Stock, Restricted Stock Units or Dividend Equivalent Rights, and an Award may consist of one such security or benefit, or two or more of them in any combination or alternative.

(b) Designation of Award. Each Award shall be designated in the Award Agreement. In the case of an Option, 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 Grantee 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. In the event that the Code or the regulations promulgated thereunder are amended after the date the Plan becomes effective to provide for a different limit on the Fair Market Value of Shares permitted to be subject to Incentive Stock Options, then such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

(c) Conditions of Award. Subject to the terms of the Plan, the Administrator shall determine the provisions, terms, and conditions of each Award including, but not limited to, the Award vesting schedule, repurchase provisions, rights of first refusal, forfeiture provisions, form of payment (cash, Shares, or other consideration) upon settlement of the Award, payment contingencies, and satisfaction of any performance criteria. The performance criteria established by the Administrator may be based on any one of, or combination of, increase in share price, earnings per share, total stockholder return, return on equity, return on assets, return on investment, net operating income, cash flow, revenue, economic value added, personal management objectives, or other measure of performance selected by the Administrator. Partial achievement of the specified criteria may result in a payment or vesting corresponding to the degree of achievement as specified in the Award Agreement. In addition, the performance criteria shall be calculated in accordance with generally accepted accounting principles, but excluding the effect (whether positive or negative) of any change in accounting standards and any extraordinary, unusual or nonrecurring item, as determined by the Administrator, occurring after the establishment of the performance criteria applicable to the Award intended to be performance-based compensation. Each such adjustment, if any, shall be made solely for the purpose of providing a consistent basis from period to period for the calculation of performance criteria in order to prevent the dilution or enlargement of the Grantee's rights with respect to an Award intended to be performance-based compensation.

(d) Acquisitions and Other Transactions. The Administrator 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.

(e) Deferral of Award Payment. The Administrator may establish one or more programs under the Plan to permit selected Grantees 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 Grantee to payment or receipt of Shares or other consideration under an Award. The Administrator 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 Administrator deems advisable for the administration of any such deferral program.

(f) Separate Programs. The Administrator 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 Grantees on such terms and conditions as determined by the Administrator from time to time.

(g) Individual Limitations on Awards.

(i) Individual Option and SAR Limit. Following the date that the exemption from application of Section 162(m) of the Code described in Section 19 (or any exemption having similar effect) ceases to apply to Awards, the maximum number of Shares with respect to which Options and SARs may be granted to any Grantee in any calendar year

shall be thirty five thousand (35,000) Shares. The foregoing limitations shall be adjusted proportionately in connection with any change in the Company's capitalization pursuant to Section 10 below. To the extent required by Section 162(m) of the Code or the regulations thereunder, in applying the foregoing limitation with respect to a Grantee, if any Option or SAR is canceled, the canceled Option or SAR shall continue to count against the maximum number of Shares with respect to which Options and SARs may be granted to the Grantee. For this purpose, the repricing of an Option (or in the case of a SAR, the base amount on which the stock appreciation is calculated is reduced to reflect a reduction in the Fair Market Value of the Common Stock) shall be treated as the cancellation of the existing Option or SAR and the grant of a new Option or SAR.

(ii) Individual Limit for Restricted Stock and Restricted Stock Units. Following the date that the exemption from application of Section 162(m) of the Code described in Section 19 (or any exemption having similar effect) ceases to apply to Awards, for awards of Restricted Stock and Restricted Stock Units that are intended to be Performance-Based Compensation, the maximum number of Shares with respect to which such Awards may be granted to any Grantee in any calendar year shall be thirty five thousand (35,000) Shares. The foregoing limitation shall be adjusted proportionately in connection with any change in the Company's capitalization pursuant to Section 10 below.

(h) Early Exercise. The Award Agreement may, but need not, include a provision whereby the Grantee may elect at any time while an Employee, Director or Consultant to exercise any part or all of the Award prior to full vesting of the Award. 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 Administrator determines to be appropriate.

(i) Term of Award. The term of each Award shall be the term stated in the Award Agreement, provided, however, that the term shall be no more than ten (10) years from the date of issuance of the Options by the Company. However, in the case of an Incentive Stock Option granted to a Grantee 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. Notwithstanding the foregoing, the specified term of any Award shall not include any period for which the Grantee has elected to defer the receipt of the Shares or cash issuable pursuant to the Award.

(j) Transferability of Awards. Incentive Stock Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Grantee, only by the Grantee. Other Awards shall be transferable (i) by will and by the laws of descent and distribution and (ii) during the lifetime of the Grantee, to the extent and in the manner authorized by the Administrator by gift or pursuant to a domestic relations order to members of the Grantee's Immediate Family. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Award in the event of the Grantee's death on a beneficiary designation form provided by the Administrator.

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

7. Award Exercise or Purchase Price, Consideration and Taxes.

(a) Exercise or Purchase Price. The exercise or purchase price, if any, for an Award shall be as follows:

(i) In the case of an Incentive Stock Option:

(A) 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 Parent or Subsidiary of the Company, 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; or

(B) granted to any Employee other than an Employee described in the preceding paragraph, the per Share exercise price shall be not less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(ii) In the case of a Non-Qualified Stock Option, the per Share exercise price shall be such price as is determined by the Administrator.

(iii) In the case of SARs, the base appreciation amount shall be such amount as is determined by the Administrator.

(iv) In the case of Awards intended to qualify as Performance-Based Compensation, the exercise or purchase price, if any, shall be not less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(v) In the case of the sale of Shares, the per Share purchase price, if any, shall be such price as is determined by the Administrator.

(vi) In the case of other Awards, such price as is determined by the Administrator.

(vii) Notwithstanding the foregoing provisions of this Section 7(a), in the case of an Award issued pursuant to Section 6(d), above, 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.

(b) 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 Administrator. In addition to any other types of consideration the Administrator may determine, the Administrator 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; or

(ii) check.

The Administrator 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 4(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.

(c) Taxes. No Shares shall be delivered under the Plan to any Grantee or other person until such Grantee or other person has made arrangements acceptable to the Administrator 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 Grantee 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 (reduced to the lowest whole number of Shares if such number of Shares withheld would result in withholding a fractional Share with any remaining tax withholding settled in cash).

8. Exercise of Award.

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

(i) Any Award granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator 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.

(b) Exercise of Award Following Termination of Continuous Service. In the event of termination of a Grantee's Continuous Service for any reason other than Disability or death (but not in the event of a Grantee's change of status from Employee to Consultant or from Consultant to Employee), such Grantee may, but only during the Post-Termination Exercise Period (but in no event later than the expiration date of the term of such Award as set forth in the Award Agreement), exercise the portion of the Grantee's Award that was vested at the date of such termination or such other portion of the Grantee's Award as may be determined by the Administrator. The Grantee's Award Agreement may provide that upon the termination of the Grantee's Continuous Service for Cause, the Grantee's right to exercise the Award shall terminate concurrently with the termination of Grantee's Continuous Service.

In the event of a Grantee's change of status from Employee to Consultant, an Employee's Incentive Stock Option shall convert automatically to a Non-Qualified Stock Option on the day three (3) months and one day following such change of status. To the extent that the Grantee's Award was unvested at the date of termination, or if the Grantee does not exercise the vested portion of the Grantee's Award within the Post-Termination Exercise Period, the Award shall terminate.

(c) Disability of Grantee. In the event of termination of a Grantee's Continuous Service as a result of his or her Disability, such Grantee may, but only within twelve (12) months from the date of such termination (or such longer period as specified in the Award Agreement but in no event later than the expiration date of the term of such Award as set forth in the Award Agreement), exercise the portion of the Grantee's Award that was vested at the date of such termination; provided, however, that if such Disability is not a "disability" as such term is defined in Section 22(e)(3) of the Code, in the case of an Incentive Stock Option such Incentive Stock Option shall automatically convert to a Non-Qualified Stock Option on the day three (3) months and one day following such termination. To the extent that the Grantee's Award was unvested at the date of termination, or if Grantee does not exercise the vested portion of the Grantee's Award within the time specified herein, the Award shall terminate.

(d) Death of Grantee. In the event of a termination of the Grantee's Continuous Service as a result of his or her death, or in the event of the death of the Grantee during the Post-Termination Exercise Period or during the twelve (12) month period following the Grantee's termination of Continuous Service as a result of his or her Disability, the Grantee's estate or a person who acquired the right to exercise the Award by bequest or inheritance may exercise the portion of the Grantee's Award that was vested as of the date of termination, within twelve (12) months from the date of death (or such longer period as specified in the Award Agreement but in no event later than the expiration of the term of such Award as set forth in the Award Agreement). To the extent that, at the time of death, the Grantee's Award was unvested, or if the Grantee's estate or a person who acquired the right to exercise the Award by bequest or inheritance does not exercise the vested portion of the Grantee's Award within the time specified herein, the Award shall terminate.

(e) Extension if Exercise Prevented by Law. Notwithstanding the foregoing, if the exercise of an Award within the applicable time periods set forth in this Section 8 is prevented by the provisions of Section 9 below, the Award shall remain exercisable until one (1) month after the date the Grantee is notified by the Company that the Award is exercisable, but in any event no later than the expiration of the term of such Award as set forth in the Award Agreement.

9. Conditions Upon Issuance of Shares.

(a) If at any time the Administrator 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 pursuant to the terms of an Award shall be suspended until the Administrator 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 if, in the opinion of counsel for the Company, such a representation is required by any Applicable Laws.

10. Adjustments Upon Changes in Capitalization. Subject to any required action by the stockholders of the Company and Section 11 hereof, 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 Grantee in any calendar year, as well as any other terms that the Administrator 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." In the event of any distribution of cash or other assets to stockholders other than a normal cash dividend, the Administrator shall also make such adjustments as provided in this Section 10 or substitute, exchange or grant Awards to effect such adjustments (collectively "adjustments"). Any such adjustments to outstanding Awards will be effected in a manner that precludes the enlargement of rights and benefits under such Awards. In connection with the foregoing adjustments, the Administrator may, in its 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 the Administrator determines, 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 hereof shall be made with respect to, the number or price of Shares subject to an Award.

11. Corporate Transactions.

(a) Termination of Award to Extent Not Assumed in Corporate Transaction. Effective upon the consummation of a Corporate Transaction, all outstanding Awards under the Plan shall terminate. However, all such Awards shall not terminate to the extent they are Assumed in connection with the Corporate Transaction.

(b) The Administrator shall have the authority, exercisable either in advance of any actual or anticipated Corporate Transaction or at the time of an actual Corporate Transaction and exercisable at the time of the grant of an Award under the Plan or any time while an Award remains outstanding, to provide for the full or partial automatic vesting and exercisability of one or more outstanding unvested Awards under the Plan and the release from restrictions on transfer and repurchase or forfeiture rights of such Awards in connection with a Corporate Transaction, on such terms and conditions as the Administrator may specify. The

Administrator also shall have the authority to condition any such Award vesting and exercisability or release from such limitations upon the subsequent termination of the Continuous Service of the Grantee within a specified period following the effective date of the Corporate Transaction. The Administrator may provide that any Awards so vested or released from such limitations in connection with, shall remain fully exercisable until the expiration or sooner termination of the Award.

(c) Effect of Acceleration on Incentive Stock Options. Any Incentive Stock Option accelerated under this Section 11 in connection with a Corporate Transaction shall remain exercisable as an Incentive Stock Option under the Code only to the extent the \$100,000 dollar limitation of Section 422(d) of the Code is not exceeded. To the extent such dollar limitation is exceeded, the excess Options shall be treated as Non-Qualified Stock Options.

12. Effective Date and Term of Plan. The Plan shall become effective upon the earlier to occur of its adoption by the Board or its approval by the stockholders of the Company. It shall continue in effect for a term of ten (10) years unless sooner terminated. Subject to Section 17 below, and Applicable Laws, Awards may be granted under the Plan upon its becoming effective.

13. Amendment, Suspension or Termination of the Plan.

(a) The Board may at any time amend, suspend or terminate the Plan. To the extent necessary to comply with Applicable Laws, the Company shall obtain stockholder approval of any Plan amendment in such a manner and to such a degree as required.

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

(c) No suspension or termination of the Plan (including termination of the Plan under Section 12, above) shall adversely affect any rights under Awards already granted to a Grantee.

14. 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.

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

without notice. The ability of the Company or any Related Entity to terminate the employment of a Grantee who is employed at will is in no way affected by its determination that the Grantee's Continuous Service has been terminated for Cause for the purposes of this Plan.

16. 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. The Plan is not a "Retirement Plan" or "Welfare Plan" under the Employee Retirement Income Security Act of 1974, as amended.

17. Stockholder Approval. Continuance of the Plan shall be subject to approval by the stockholders of the Company within twelve (12) months before or after the date the Plan is adopted. Such stockholder approval shall be obtained in the degree and manner required under Applicable Laws. Any Award exercised before stockholder approval is obtained shall be rescinded if stockholder approval is not obtained within the time prescribed, and Shares issued on the exercise of any such Award shall not be counted in determining whether stockholder approval is obtained.

18. Information to Grantees. To the extent required by Applicable Law, the Company shall provide to each Grantee, during the period for which such Grantee has one or more Awards outstanding, copies of financial statements at least annually. The Company shall not be required to provide such information to persons whose duties in connection with the Company assure them access to equivalent information.

19. Effect of Section 162(m) of the Code. Section 162(m) of the Code does not apply to the Plan prior to the Registration Date or such earlier time that the Company first becomes subject to the reporting obligations of Section 12 of the Exchange Act. Following the Registration Date or such earlier time that the Company first becomes subject to the reporting obligations of Section 12 of the Exchange Act, the Plan, and all Awards (except Awards of Restricted Stock that vest over time) issued thereunder, are intended to be exempt from the application of Section 162(m) of the Code, which restricts under certain circumstances the Federal income tax deduction for compensation paid by a public company to named executives in excess of \$1 million per year. The exemption is based on Treasury Regulation Section 1.162- 27(f), in the form existing on the effective date of the Plan, with the understanding that such regulation generally exempts from the application of Section 162(m) of the Code compensation paid pursuant to a plan that existed before a company becomes publicly held. Under such Treasury Regulation, this exemption is available to the Plan for the duration of the period that lasts until the earliest of (i) the expiration of the Plan, (ii) the material modification of the Plan, (iii) the exhaustion of the maximum number of shares of Common Stock available for Awards under the Plan, as set forth in Section 3(a), (iv) the first meeting of stockholders at which directors are to be elected that occurs after the close of the third calendar year following the calendar year in which the Company first becomes subject to the reporting obligations of Section 12 of the Exchange Act, or (v) such other date required by Section 162(m) of the Code and the rules and regulations promulgated thereunder. To the extent that the Administrator determines as of the date of grant of an Award that (A) the Award is intended to qualify as

Performance-Based Compensation and (B) the exemption described above is no longer available with respect to such Award, such Award shall not be effective until any stockholder approval required under Section 162(m) of the Code has been obtained.

20. Unfunded Obligation. Grantees shall have the status of general unsecured creditors of the Company. Any amounts payable to Grantees pursuant to the Plan shall be unfunded and unsecured obligations for all purposes, including, without limitation, Title I of the Employee Retirement Income Security Act of 1974, as amended. 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 Grantee account shall not create or constitute a trust or fiduciary relationship between the Administrator, the Company or any Related Entity and a Grantee, or otherwise create any vested or beneficial interest in any Grantee or the Grantee's creditors in any assets of the Company or a Related Entity. The Grantees 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.

21. 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.

22. No exclusivity of the Plan. Neither the adoption of the Plan by the Board, the submission of the Plan to the stockholders of the Company for approval, nor any provision of the Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of Awards otherwise than under the Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

AMPLIDATA NV

Antwerpse Steenweg 19, 9080 Lochristi
Ondernemingsnummer: 0882.574.492

(the "Company")

STOCK OPTION PLAN 2014 ('PLAN')
[Translated document]

INVESTMENT IN THE SHARES ACQUIRED UPON EXERCISE OF THE STOCK OPTIONS IS VERY RISKY. THE COMPANY IS A TECHNOLOGY COMPANY AND THE VALUE OF THE SHARES OF SUCH COMPANIES TENDS TO BE VERY VOLATILE. WHETHER YOU WILL MAKE A PROFIT ON YOUR INVESTMENT WILL, INTER ALIA, DEPEND OF THE PERFORMANCE OF THE COMPANY AND THE INTERNATIONAL MARKETS FOR TECHNOLOGY COMPANIES. YOU COULD LOOSE YOUR ENTIRE INVESTMENT.

YOU ARE ADVISED TO OBTAIN INDEPENDENT AND EXPERT ADVICE TO FORM YOUR OWN OPINION ABOUT THE STRENGTHS AND WEAKNESSES OF SUCH INVESTMENT.

THE PLAN, THE OFFER AND THE ACCEPTANCE FORM NOR ANY OTHER DOCUMENT GOVERNING THE RELATIONSHIP BETWEEN THE COMPANY AND THE PARTICIPANT CONTAIN ANY OBLIGATION OF THE COMPANY OR ANY OF ITS SHAREHOLDERS, TO REPURCHASE OR PURCHASE THE SHARES ACQUIRED BY PARTICIPANTS UPON EXERCISE OF THE STOCK OPTIONS. IT MAKES NO DIFFERENCE WHETHER THE PARTICIPANT REMAINS EMPLOYED BY THE COMPANY OR ANY OF SUBSIDIARIES. FURTHERMORE, THERE IS NO PUBLIC MARKET FOR THE SHARES, NOR IS ONE EXPECTED IN THE NEAR FUTURE. YOUR INVESTMENT MAY THEREFORE REMAIN ILLIQUID FOR A LONG PERIOD OF TIME.

The purposes of this Plan are to support and achieve the following corporate and human resource objectives:

- (a) to provide long-term incentives for employees, directors, managers and consultants of the Company and its Subsidiaries, who are in a position to contribute to the success and growth of the Company;
- (b) to stimulate the participation in the Companies' capital by employees, directors, managers and consultants, to stimulate the long-term cooperation with such persons and to ensure the personal motivation of employees, directors, managers and consultants with respect to the further growth of the Company;
- (c) to assist the Company and any of its Subsidiaries in retaining employees, directors, managers and consultants with the requisite experience and skills; and
- (d) to create a mutual interest between the Participants, on the one hand, that are given the opportunity to participate in the growth of the Company by exercising their Stock Options, and, on the other hand, the shareholders of the Company, who's interest is focused on the capital gain.

Each Stock Option entitles the beneficiary thereof to subscribe to one Common Share. The total number of Common Shares that may be subject of grants of Stock Options under this Plan shall not exceed 71,308 including any sub stock option plans.

AMPLIDATA NV

Antwerpse Steenweg 19, 9080 Lochristi
Ondernemingsnummer: 0882.574.492

(the “Company”)

STOCK OPTION PLAN 2014 (‘PLAN’)

The Plan shall be administered by the Board of Directors of the Company. Subject to the express provisions of this Plan and provided that all actions taken shall be consistent with the purposes of the Plan, the Board of Directors shall have full and complete authority and the sole discretion to:

- determine which directors, members of management, employees and consultants can participate in this Plan;
- select the Participants to whom Stock Options will be offered under this Plan;
- determine the allocation rules for different categories of Participants;
- establish the terms and conditions upon which the Stock Options may be granted to and/or exercised by the Participants;
- establish the vesting conditions of the Stock Options;
- determine or amend any restrictions and conditions of the Stock Options or the Shares of the Company, including, but not limited to, providing for limitations on the Participant’s right to exercise the Stock Options on or after Termination of the Employment Agreement, Consultancy Agreement or Director’s mandate;
- adopt and implement specific sub-stock option plans per jurisdiction in which Participants are employed that supplement this Plan and qualify under the specific regulatory and tax provisions of the respective jurisdictions in which Participants are employed by the Company or any Subsidiary; and
- adopt all rules and regulations, establish, define and/or interpret these and any other terms and conditions, and make all determinations deemed necessary or desirable for the administration of this Plan.

1. Definitions

The following terms shall have the following meaning:

Offer	The offer of Stock Options to the Participants in accordance with article 3.2.2.;
Shares	The shares of the Company;
Employment Agreement	The agreement made in accordance with the law of July 3 1978 (or a similar agreement as made in compliance with a different judicial system) following which a person works under an employment contract with the Company or any of its Subsidiaries;
Beneficiary	The person that has been appointed by the Participant in accordance with article 3.3.5.2. to exercise the rights of the Participant after the death of the Participant;
Director	A member of the Board of Directors of the Company or any Subsidiary;
Consultancy Agreement	The agreement other than an Employment Agreement on the basis of which services are delivered to the Company or any Subsidiary.

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STOCK OPTION PLAN 2014 (‘PLAN’)

Change of Control	(i) a sale or merger following which Shares representing at least 50% of the voting rights of the issued Shares are transferred to one or more persons or entities other than persons or entities that hold securities immediately prior to such transaction; or (ii) the sale, contribution or other transfer of all or substantially all assets of the Company upon or following a liquidation of the Company;
Date of Offer	The date the Stock Options are offered to the Participants in accordance with article 3.2.2.;
Date of Issuance	The date the Stock Options are issued;
Termination of the Employment Agreement, the Consultancy Agreement, Director’s mandate	The date on which the termination, for whatever (or no) reason, of the Employment Agreement, the Consultancy Agreement or the mandate as Director of the Participant has been notified to the Participant, with the exception of a termination accompanied by a simultaneous execution of an Employment Agreement, Consultancy Agreement or appointment as Director with the Company or any Subsidiary (at the latest upon effective termination of the Employment Agreement, Consultancy Agreement or appointment as Director, i.e. upon expiry of the possible notice period);
Participant	The persons who are offered Stock Options, <i>i.e.</i> persons that at the Date of Offer are bound to the Company by an Employment Agreement, Consultancy Agreement or by a mandate as Director. The amount of Stock Options to be offered to the Participants are determined in accordance with article 3.2.2.;
Common Shares	The shares class A of the Company;
IPO	A first public offering with a view on a public offer of new issued and/or existing Shares of the Company and/or the listing of these Shares on a regulated market;
Board of Directors	The board of directors of the Company;
Vesting Start Date	The date, applicable for a specific Participant, as of which the Stock Options held by the relevant Participant start vesting as described in article 3.2.5;
Exercise Period	The period or periods during which the Participant may exercise the Stock Options in accordance with article 3.3.4. in exchange for Common Shares;
Exercise Price	The price payable by the Participant for the exercise of one Stock Option, as determined herein;

AMPLIDATA NV

Antwerpse Steenweg 19, 9080 Lochristi
Ondernemingsnummer: 0882.574.492

(the “Company”)

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Company	Amplidata NV, having its registered seat at Antwerpse Steenweg 19, 9080 Lochristi, company registration number 0882.574.492;
Subsidiary	A with the Company affiliated company in the meaning of article 11 of the Belgian Companies Code;
Stock Option	Means a right to subscribe to new Common Shares to be issued in accordance with the Plan;
Stock Option Beneficiary	The person that is registered in the stock option registry of the Company as owner of one or more Stock Options.

2. **Stock Option Price and Exercise Price**

The Stock Options shall be offered at an issue price of EUR 0.

Any Stock Option entitles the beneficiary thereof to subscribe to one Common Share in accordance with the terms and conditions described below.

The Exercise Price of the Stock Options shall be at least equal to the fair market value of the Common Shares as determined – at the time of the Offer – in the valuation report established by or on behalf of the Board of Directors and confirmed by the statutory auditor of the Company.

3. **Terms and conditions of the Stock Options**

3.1. *Shares: class and quantity*

Any Stock Option entitles the beneficiary thereof to subscribe to one (1) Common Share (subject to potential changes to the exercise ratio described further).

3.2. *Stock Options: Offer, acceptance and vesting*

3.2.1. *Participants*

The Stock Options shall be offered to Participants.

The Company shall apply the appropriate (parafiscal) tax treatment in case Stock Options are granted to a physical person that is bound by an Employment Agreement, Consultancy Agreement or a mandate as Director and who is subject to the provisions of the Law of March 26 1999.

3.2.2. *Offer of Stock Options to Participants*

The Stock Options are offered to the Participants on the basis of a resolution of the Board of Directors (who is entitled to delegate this competence), that shall determine (i) the persons that shall be Participants (ii) the amount of Stock Options to be offered to a Participant; and (iii) any additional terms and conditions applicable to the Stock Options.

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The Participants are informed in writing of the Offer. The Offer indicates the amount of Stock Options offered to the Participant, as well as the terms and conditions. This notification shall be accompanied with an acceptance form. Following the Date of Offer the procedure of articles 3.2.3- 3.2.4. applies.

3.2.3. Acceptance Period

Every Participant has a period of sixty (60) calendar days following the Date of Offer to inform the Company by means of the acceptance form whether he or she accepts or refuses all or part of the Stock Options offered. The acceptance can only relate to all or a part of the Stock Options offered, but not to a part of one Stock Option.

In case of acceptance of the Offer, the acceptance form must be returned to the Company. The Participant that did not inform the Company within a period of sixty (60) calendar days following the Date of Offer about his or her acceptance and/or refusal, shall irrevocable be considered to have refused the Offer. The Offer expires automatically upon the expiry of said period of sixty (60) calendar days and no acceptance of the offered Stock Options shall be possible thereafter.

The acceptance form shall contain a specific power of attorney to confirm, on behalf and for the account of the Participant, to have read and understood all provisions of the bylaws of the Company, to have studied these bylaws thoroughly and to explicitly agree to the submission to the provisions of the bylaws of the Company.

3.2.4. Stock Option Grants

Upon expiry of the aforementioned period of sixty (60) calendar days, the amount of accepted Stock Options is determined. The authorised representative shall proceed within a reasonable period of time with the confirmation of the issuance of the amount of Stock Options that were accepted by the Participants.

The Stock Options that were not accepted can be offered again to Participants.

3.2.5. Vesting of the Stock Options

Without prejudice to the other exercise terms of the Stock Options (e.g. articles 3.3.5 and 3.3.6) the accepted Stock Options shall vest in accordance with the vesting schedule described below, unless the Board of Directors adopts a different vesting schedule in its sole discretion. The below described vesting schedule does however not apply to Stock Options granted to Incubaid BVBA that are immediately vested the date of accepting the Offer. Incubaid BVBA shall be entitled to use the accepted Stock Options for the realization of an own stock option incentive plan to the benefit of its employees, consultants and managers. Incubaid BVBA shall be entitled to grant options to the Stock Options, or to transfer the Stock Options to its own selected participants.

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12/48th of the Stock Options accepted by the Participant shall be vested 12 months following the Vesting Start Date. The remaining Stock Options shall vest at a rate of 1/36th per month over a 36- month period following the thirteenth (13th) month of the Vesting Start Date; and provided that the Termination of the Employment Agreement, the Termination of the Consultancy Agreement or the Termination of a Director’s mandate did not occur prior to the relevant vesting date.

Vesting shall always apply to full Stock Options. In case 12/48th or 1/36th, as the case may be, of the Stock Options granted to the Participant does not equal an integral number, this number shall be rounded of downwards. The thus neglected fractions shall vest as soon as they add up to one.

Upon Termination of the Employment Agreement, Termination of the Consultancy Agreement or Termination of a Director’s mandate between one of the dates referred to above, no Stock Options will vest during for that part of a month.

3.3. Other terms with respect to the Stock Options

3.3.1. Issue Price

The issue price of a Stock Option is EUR 0 (zero).

3.3.2. Exercise Price

The Exercise Price of the Stock Options shall be at least equal to the fair market value of the Common Shares as determined – at the time of the Offer – in the valuation report established by or on behalf of the Board of Directors and confirmed by the statutory auditor of the Company.

3.3.3. Term of a Stock Option

The term of Stock Option shall be 10 years as from the date of issuance.

3.3.4. Exercise Periods

Without prejudice to the provisions of articles 3.2.5, 3.3.5 and 3.3.6, vested Stock Options can be exercised in accordance with the provisions of articles 3.3.9, during the second 15 days of each calendar semester (the “**Exercise Period(s)**”), it being understood that the Board of Directors shall be entitled to define additional Exercise Period(s) at its sole discretion. The second 15 days of the last complete calendar semester within the term of a Stock Option is considered the last Exercise Period. Every Exercise Period shall be closed on the last banking day of the Exercise Period concerned.

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The Stock Option Beneficiary shall be entitled to exercise all or a part of the vested Stock Options during an Exercise Period, and to postpone the exercise of not exercised Stock Options to a next Exercise Period, subject however to the exceptions and limitations set out in articles 3.3.5 and 3.3.6.

The Stock Options that are exercisable the moment of closure of the last Exercise Period shall automatically become null and void.

The Board of Directors is entitled to define one or more additional Exercise Period(s) between the Date of Issuance and the end of the last Exercise Period.

3.3.5. Exercise of Stock Options: exceptions and limitations

3.3.5.1. Termination of the Employment Agreement, Termination of the Consultancy Agreement or Termination of a Director’s mandate

(i) Termination of the Employment Agreement, the Consultancy Agreement or a Director’s mandate for just cause

Upon Termination by the Company of: (i) the Employment Agreement for just cause (in the meaning of article 35 of the law of July 3 1978 or any other applicable labour law in Belgium or abroad), (ii) the Consultancy Agreement for breach of contract by the consultant; or (iii) the Director’s mandate for gross default of the Director, all Stock Options held by the Participant who is also the Stock Option Beneficiary (or who has transferred the Stock Options to its controlling shareholder pursuant to article 3.3.7) and that have not been exercised, whether vested or not, shall automatically expire and become null and void.

(ii) Termination of the Employment Agreement, the Consultancy Agreement or a Director’s mandate for reasons other than referred to in articles 3.3.5.1, 3.3.5.2 and 3.3.5.3

Upon Termination of the Employment Agreement, the Consultancy Agreement or a Director’s mandate of a Participant who is also the Stock Option Beneficiary (or who has transferred the Stock Options to its controlling shareholder pursuant to article 3.3.7), for another reason than the reasons referred to in articles 3.3.5.1, 3.3.5.2 and 3.3.5.3, the vested Stock Options must be exercised by the Participant during the then running Exercise Period or the Exercise Period immediately following such termination. The Board of Directors may, at its sole discretion, at the latest upon the expiry of said Exercise Period, decide that the vested Stock Options held by the Participant can be exercised further in accordance with the terms and conditions of the Stock Options. The Stock Options that are not vested the moment of Termination of the Employment Agreement, the Consultancy Agreement or a Director’s mandate shall expire automatically and become null and void.

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3.3.5.2. Death

In the event a Stock Option Beneficiary deceases while a vested Stock Option is not yet exercised and if such vested Stock Option is still exercisable in accordance with the terms and conditions of the Plan, or may become exercisable, all Stock Options that are not exercised are transferred to the Beneficiary. The Stock Options that are not vested in accordance with article 3.2.5 the moment of the decease expire automatically and become null and void.

A Stock Option Beneficiary can only appoint his or her spouse or husband and/or one or more legal heirs as Beneficiary.

The appointment, as well as any revocation or re-appointment of a Beneficiary must be done in writing.

In the event that no Beneficiary was appointed, the Beneficiary shall be the legal heirs as appointed per the applicable law of succession. In case there are different heirs, all heirs acting jointly or, as the case may be, a person appointed to represent all heirs, shall be considered the Beneficiary.

3.3.5.3. Retirement/disability

In the event of Termination of the Employment Agreement, Termination of the Consultancy Agreement or Termination of the Director's mandate of the Participant as a consequence of the legal retirement of the Participant or as a consequence of permanent disability of the Participant, the vested Stock Options shall remain exercisable in accordance with the provisions of this Plan. The Stock Options that are not vested in accordance with article 3.2.5 the moment of Termination of the Employment Agreement, Termination of the Consultancy Agreement or Termination of the Director's mandate expire automatically and become null and void.

3.3.6. Change of Control

3.3.6.1 Acceleration

In the event of a Change of Control the Board of Directors shall be entitled to decide to accelerate the exercise of all or part of the Stock Options. In case of early exercise the Board of Directors shall also be entitled to decide whether or not the Stock Options automatically expire if they are not exercised in the then running or the next Exercise Period.

3.3.6.2 Drag Along

The Common Shares that the Stock Option Beneficiary acquires following the exercise of the Stock Options after the occurrence of a Change of Control event shall be subject to a drag along right (the obligation of the Stock Option Beneficiary to sell its Common Shares at the terms and conditions as accepted by a majority of the shareholders of the Company), *mutatis mutandis* as described in the bylaws of the Company, as amended from time to time.

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3.3.7. *Transferability*

No transfer of Stock Options may be effected, unless (i) in accordance with article 3.3.5.2 of this Plan; (ii) in case the transfer has been approved by the Board of Directors; and (iii) in case of a transfer by a legal person to its physical person – controlling shareholder, provided that the Company is notified thereof and provided that the controlling shareholder remains the controlling shareholder of the transferring legal entity. In case the controlling shareholder ceases to be the controlling shareholder of the legal entity the Stock Options transferred to him/her automatically expire and become null and void.

3.3.8. *Underlying Securities*

3.3.8.1. Every Stock Option entitles the beneficiary thereof to subscribe to one (1) Common Share (subject to potential changes to the exercise ratio described further).

The transferability of the Common Shares is subject to the transfer restriction set out in the bylaws of the Company, as applicable the moment of transfer, including, amongst others, the provisions related to the transfer of securities including a possible drag along right that, in certain conditions, can result in an automatic transfer of Common Shares for the account of an owner of Common shares without any consent of the owner concerned being necessary.

The Common Shares issued following the exercise of Stock Options shall entitle the Participant to a dividend counting as of the first day of the accounting year during which the Stock Options are exercised.

3.3.8.2. The Company shall only be obliged to issue Common Shares to the benefit of the Stock Option Beneficiary upon compliance with the provisions of article 3.3.9. Upon exercise of the Stock Options no fractions of Common Shares shall be issued.

The Common Shares shall be issued following the end of the relevant Exercise Period as soon as reasonably possible and taking into account the necessary administrative and corporate formalities.

Following the issuance of the Common Shares the Board of Directors shall ensure registration of these Common Shares in the name of the Stock Option Beneficiary in the shareholder’s register of the Company.

3.3.9. *Exercise procedure*

An exercisable Stock Option shall be deemed to be exercised upon receipt by the Board of Directors, no later than the last day of the Exercise Period of:

- A registered letter (with proof of receipt) addressed to the registered seat of the Company for the attention of the Board of Directors indicating that a Stock Option or a number of Stock Options are exercised. The notification shall expressly indicate the number of Stock Options being exercised;

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- Full payment of the Common Shares that are being subscribed to, by wire transfer to an account of the Company that shall be communicated by the Company;
- in the event of the exercise of Stock Options by a person or persons other than the Participant, the submission of appropriate evidence of the right of such person or persons to exercise the Stock Option; and
- any declaration and documents which the Board of Directors deems necessary or desirable in accordance with any applicable legal and regulatory provision, and of which the Board of Directors requires submission.

Regardless of the moment (within the relevant Exercise Period) on which all above actions have been executed, the Stock Options shall be deemed to be exercised the last day of the Exercise Period.

3.3.10. Costs and taxes

All costs related to the issuance of Common Shares shall be borne by the Company.

Stamp duties, stock exchange taxes and other similar duties or fees that are due pursuant to the exercise of the Stock Options and the delivery of the new Common Shares are to be borne by the Participant.

3.4. Modifications to the capital structure of the Company – reservation of rights

Deviating from the stipulations of article 501 of the Belgian Companies’ Code, and without prejudice to the legally defined exceptions, the Company shall be entitled to adopt any resolution which it deems necessary with respect to its capital, securities, articles of incorporation or its management, including but not limited to a capital decrease with or without distribution to shareholders, a capital increase by means of incorporating reserves regardless of the issuance of new shares, a capital increase by means of a contribution in kind, a capital increase by means of a contribution in cash regardless of a limitation of the preferential subscription right of the existing shareholders, the issuance of shares of a new category, the issuance of Common Shares, the issuance of convertible bonds, the issuance of preferred stock, the issuance of bonds *cum warrant*, the issuance of bonds or naked warrants, modifications of the bylaws with respect to the distribution of profit or liquidation preferences or modifications of other rights attached to Common Shares or Shares, a stock split, distribution of dividends, dissolution of the Company, a merger, a demerger or a contribution or

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transfer of a totality of assets or of a branch regardless of such event is accompanied by an exchange of Common Shares or Shares. The Company is entitled to adopt any of these resolutions, even if such resolutions would imply a reduction in the benefits conferred to the Participants, unless such reduction would be manifestly the only purpose of such resolutions.

The amount of Common Shares that shall be issued in case of a split of Common Shares or in case of merge of Common Shares, shall be adapted automatically allowing the Stock Option Beneficiary upon the exercise of the Stock Options to subscribe to an amount of Common Shares equal to the amount of Common Shares the Stock Option Beneficiary would have acquired if the Stock Options would have granted the Stock Option Beneficiary the right to subscribe to Common Stock and the Stock Option Beneficiary would have exercised the Stock Options immediately prior to the stock split or merger of Common Shares and his Common Shares would thus have been subject to the stock split or merger of Common Shares.

In the event of a merger or demerger, and without prejudice to the provisions of article 3.3.6.1, the Board of Directors shall use its best endeavors to procure that the Stock Options that are outstanding the date of such event are replaced by stock options giving right to ordinary shares of the merged or demerged entity in accordance with the exchange ratio applied to the then existing Common Shares of the Company.

3.5. Securities law compliance

The Company, in its discretion, may postpone the issuance and delivery of any Stock Option or Common Shares as may be necessary to achieve compliance with the provisions of any applicable Belgian, or other foreign securities laws or regulations, including without limitation, the public offering, registration or other requirements in respect of the Stock Options or Common Shares, as the Company may consider appropriate.

Any Transfer of Common Shares acquired upon exercise of the Stock Options under the Plan must comply with the provisions of any applicable securities laws or regulations, including without limitation, public offering, registration or other requirements. In case of any proposed transfer of Common Shares issued under the Plan, the Company will require that the proposed transferee first provide the Company with an appropriate opinion of counsel (which opinion must be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the Common Shares to be transferred may be transferred pursuant to applicable securities laws and regulations.

Furthermore, the Company shall not be obligated to register the Stock Options or Common Shares under Belgian or other foreign securities laws (or to register them at any time thereafter). The Company may require that prior to the issuance or exercise of a Stock Option and the issuance, acquisition or transfer of a Common Share, the Participant enter into a written agreement to comply

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with any restrictions on subsequent transfer that the Company deems necessary or advisable under any applicable securities laws. Certificates of SOP Shares issued hereunder may bear a legend reflecting such restrictions.

3.6. Right to Stock Options

No Employee of the Company or any other person shall have any claim or right to be a Participant in this Plan. Neither this Plan nor any action taken hereunder shall be construed as (i) giving the Participant a right or entitlement to further participation in this Plan, or (ii) giving the Participant any right to be retained in the employment of, or continue to be affiliated with, the Company or any Subsidiary thereof, or (iii) giving the Participant any equity or interest of any kind in any assets of the Company, or (iv) creating a fiduciary relationship of any kind between the Participant and the Company.

3.7. Taxes

The Participant shall be solely liable for and undertakes to pay any income or other taxes, social security contributions, penalties or interest due by the Participant and/or the Company in connection with the grant, vesting or exercise of a Stock Option, or the acquisition, holding or transfer of the Common Shares acquired upon exercise of the Stock Options.

Pursuant to applicable laws, the Company (including, for purposes of this paragraph, a Subsidiary) may be required to collect income or other taxes, social security contributions, penalties or interest, upon the grant, vesting or exercise of a Stock Option. The Company may require, as a condition to the grant or exercise of a Stock Option, or at such other time as it may consider appropriate, that the Participant pay the Company the amount of any taxes, social security contributions, penalties or interest which the Company may determine is required to be withheld or collected, and the Participant shall comply with the requirement or demand of the Company. In its discretion, the Company may withhold Common Shares to be received upon exercise of the Stock Option if it deems this an appropriate method for withholding or collecting taxes, social security contributions, penalties or interest.

3.8. Miscellaneous

3.8.1. Applicable law

The Stock Options and the terms and conditions of the Plan are governed by Belgian law.

3.8.2. Jurisdiction

Any dispute in relation the Stock Option or the terms and conditions of the Plan shall exclusively be submitted to the exclusive jurisdiction of the competent courts of Ghent, Belgium.

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3.8.3. Notifications

Any notification to the Stock Option Beneficiary shall be sent by registered mail to the (last known) address or hand delivered against acknowledgement of receipt.

Any notification to the Company shall be sent by registered mail to the registered seat of the Company or hand delivered against acknowledgement of receipt.

Any notification is deemed delivered three working days following the date as postmark of the registered letter. Changes of address must be notified in accordance with this article.

AMPLIDATA NV

2014 STOCK INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are to attract and retain the best available personnel, to provide additional incentives to Employees, Directors and Consultants and to promote the success of the Company's business. This Plan supplements the Amplidata Global Stock Option Plan in order to ensure that the specific regulatory and tax provisions of the United States are fully complied with for grants of Options to Grantees in the United States. This Plan is expressly subject to all the terms and conditions contained in the Global Stock Option Plan, and the Global Stock Option Plan is hereby incorporated herein by reference, provided that this Plan may expressly deviate from the terms and conditions contained in the Global Stock Option Plan, including but not limited to such deviations as are required to fully comply with United States federal or state regulatory or tax provisions.

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) "Administrator" means the Board or any of the Committees appointed to administer the Plan.

(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 and state securities laws, the corporate laws of California and, to the extent other than California, the corporate law of the state of the Company's incorporation, the Code, the rules of any applicable stock exchange or national market system, and the rules of any non-U.S. jurisdiction applicable to Awards granted to residents therein.

(d) "Assumed" means that pursuant to a Corporate Transaction 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 successor entity or its Parent in connection with the Corporate Transaction with appropriate adjustments to the number and type of securities of the successor entity or its Parent subject to the Award and the exercise or purchase price thereof which at least preserves the compensation element of the Award existing at the time of the Corporate Transaction as determined in accordance with the instruments evidencing the agreement to assume the Award.

(e) "Award" means the grant of an Option, SAR, Dividend Equivalent Right, Restricted Stock, Restricted Stock Unit or other right or benefit under the Plan.

(f) "Award Agreement" means the written agreement evidencing the grant of an Award executed by the Company and the Grantee, including any amendments thereto.

(g) “Board” means the Board of Directors of the Company.

(h) “Cause” means, with respect to the termination by the Company or a Related Entity of the Grantee’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 agreement between the Grantee and the Company or such Related Entity, or in the absence of such then-effective written agreement and definition, is based on, in the determination of the Administrator, the Grantee’s: (i) performance of any act or failure to perform any act in bad faith and to the detriment of the Company or a Related Entity; (ii) dishonesty, intentional misconduct or material breach of any agreement with the Company or a Related Entity; or (iii) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; provided, however, that with regard to any agreement that defines “Cause” on the occurrence of or in connection with a Corporate Transaction, such definition of “Cause” shall not apply until a Corporate Transaction actually occurs.

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

(j) “Committee” means any committee composed of members of the Board appointed by the Board to administer the Plan.

(k) “Common Stock” means the Class A Shares of Common Stock of the Company.

(l) “Company” means Amplidata NV, a Belgian company, or any successor entity that adopts the Plan in connection with a Corporate Transaction.

(m) “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.

(n) “Continuous Service” means that the provision of services 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 of 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. A Grantee’s Continuous Service shall be deemed to have terminated either upon an actual termination of Continuous Service or upon the entity for which the Grantee provides services ceasing to be a Related Entity. 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 successor, 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 or a Related Entity in any capacity of Employee, Director or Consultant (except as otherwise provided in the Award Agreement). An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave. 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 day three (3) months and one (1) day following the expiration of such three (3) month period.

(o) “Corporate Transaction” means any of the following transactions, provided, however, that the Administrator shall determine under parts (iv) and (v) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(i) a merger or consolidation in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state or country in which the Company is incorporated;

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(iii) the complete liquidation or dissolution of the Company;

(iv) any reverse merger or series of related transactions culminating in a reverse merger (including, but not limited to, a tender offer followed by a reverse merger) in which the Company is the surviving entity but (A) the shares of Common Stock outstanding immediately prior to such merger are converted or exchanged by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such merger or the initial transaction culminating in such merger, but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction; or

(v) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities, but excluding any such transaction or series of related transactions that the Administrator determines shall not be a Corporate Transaction.

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

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

(r) “Disability” means as defined under the long-term disability policy of the Company or the Related Entity to which the Grantee provides services regardless of whether the Grantee is covered by such policy. If the Company or the Related Entity to which the Grantee provides service does not have a long-term disability plan in place, “Disability” means that a Grantee is unable to carry out the responsibilities and functions of the position held by the Grantee by reason of any medically determinable physical or mental impairment for a period of

not less than ninety (90) consecutive days. A Grantee will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Administrator in its discretion.

(s) “Dividend Equivalent Right” means a right entitling the Grantee to compensation measured by dividends paid with respect to Common Stock.

(t) “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 of a director’s fee by the Company or a Related Entity shall not be sufficient to constitute “employment” by the Company.

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

(v) “Fair Market Value” means, 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 of 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 Administrator) 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 Administrator 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 Administrator 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 Administrator in good faith and in a manner consistent with Applicable Laws and the Global Stock Option Plan.

(w) “Grantee” means an Employee, Director or Consultant who receives an Award under the Plan.

(x) “Immediate Family” means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive

relationships, any person sharing the Grantee's household (other than a tenant or employee), a trust in which these persons (or the Grantee) have more than fifty percent (50%) of the beneficial interest, a foundation in which these persons (or the Grantee) control the management of assets, and any other entity in which these persons (or the Grantee) own more than fifty percent (50%) of the voting interests.

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

(aa) "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.

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

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

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

(ee) "Plan" means this 2014 Stock Incentive Plan.

(ff) "Post-Termination Exercise Period" means the period specified in the Award Agreement of not less than thirty (30) days commencing on the date of termination (other than termination by the Company or any Related Entity for Cause) of the Grantee's Continuous Service, or such longer period as may be applicable upon death or Disability.

(gg) "Registration Date" means the first to occur of (i) the closing of the first sale to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, of (A) the Common Stock or (B) the same class of securities of a successor corporation (or its Parent) issued pursuant to a Corporate Transaction in exchange for or in substitution of the Common Stock; and (ii) in the event of a Corporate Transaction, the date of the consummation of the Corporate Transaction if the same class of securities of the successor corporation (or its Parent) issuable in such Corporate Transaction shall have been sold to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, on or prior to the date of consummation of such Corporate Transaction.

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

(ii) "Replaced" means that pursuant to a Corporate Transaction the Award is replaced with a comparable stock award or a cash incentive program of the Company, the

successor entity (if applicable) or Parent of either of them which preserves the compensation element of such Award existing at the time of the Corporate Transaction and provides for subsequent payout in accordance with the same (or a more favorable) vesting schedule applicable to such Award. The determination of Award comparability shall be made by the Administrator and its determination shall be final, binding and conclusive.

(jj) “Restricted Stock” means Shares issued under the Plan to the Grantee 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 Administrator.

(kk) “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 Administrator and which may be settled for cash, Shares or other securities or a combination of cash, Shares or other securities as established by the Administrator.

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

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

(nn) “Share” means a share of the Common Stock of the Company.

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

3. Stock Subject to the Plan.

(a) Subject to the provisions of Section 10 below, the maximum aggregate number of Shares which may be issued pursuant to all Awards (including Incentive Stock Options) is Seventy One Thousand Three Hundred Eight (71,308) Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) Any Shares covered by an Award (or portion of an Award) which is forfeited, canceled or expires (whether voluntarily or involuntarily) 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. 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, except that if unvested Shares are forfeited or repurchased by the Company, such Shares shall become available for future grant under the Plan. To the extent not prohibited by the listing requirements of The NASDAQ Stock Market LLC (or other established stock exchange or national market system on which the Common Stock is traded) and Applicable Law, any Shares covered by an Award which are surrendered (i) in payment of the Award exercise or purchase price or (ii) in satisfaction of tax withholding obligations incident to the exercise of an Award shall be deemed not to have been issued for purposes of determining the maximum number of Shares which may be issued pursuant to all Awards under the Plan, unless otherwise determined by the Administrator.

4. Administration of the Plan.

(a) Plan Administrator.

(i) Administration with Respect to Directors and Officers. Prior to the Registration Date, with respect to grants of Awards to Directors or Employees who are also Officers or Directors of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws. On or after the Registration Date, with respect to grants of Awards to Directors or Employees who are also Officers or Directors of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws and to permit such grants and related transactions under the Plan to be exempt from Section 16(b) of the Exchange Act in accordance with Rule 16b-3. Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board.

(ii) Administration With Respect to Consultants and Other Employees. With respect to grants of Awards to Employees or Consultants who are neither Directors nor Officers of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws. Once appointed, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board.

(iii) Administration With Respect to Covered Employees. Notwithstanding the foregoing, as of and after the date that the exemption for the Plan under Section 162(m) of the Code expires, as set forth in Section 19 below, grants of Awards to any Covered Employee intended to qualify as Performance-Based Compensation shall be made only by a Committee (or subcommittee of a Committee) which is comprised solely of two or more Directors eligible to serve on a committee making Awards qualifying as Performance-Based Compensation. In the case of such Awards granted to Covered Employees, references to the "Administrator" or to a "Committee" shall be deemed to be references to such Committee or subcommittee.

(b) Multiple Administrative Bodies. The Plan may be administered by different bodies with respect to Directors, Officers, Consultants, and Employees who are neither Directors nor Officers.

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

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

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

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

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

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

(vi) to establish additional terms, conditions, rules or procedures to accommodate the rules or laws of applicable non-U.S. jurisdictions and to afford Grantees favorable treatment under such rules or laws; provided, however, that no Award shall be granted under any such additional terms, conditions, rules or procedures with terms or conditions which are inconsistent with the provisions of the Global Stock Option Plan and this Plan;

(vii) to amend the terms of any outstanding Award granted under the Plan, provided that any amendment that would adversely affect the Grantee's rights under an outstanding Award shall not be made without the Grantee'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 Grantee. Notwithstanding the foregoing, (A) the reduction or increase of the exercise price of any Option awarded under the Plan and the base appreciation amount of any SAR awarded under the Plan and (B) 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, or other Award, in each case, shall not be subject to stockholder approval;

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

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

The express grant in the Plan of any specific power to the Administrator shall not be construed as limiting any power or authority of the Administrator, provided that the Administrator may not exercise any right or power reserved to the Board. Any decision made or action taken by the Administrator 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 Administrator or the Company is delegated shall be defended and indemnified by the Company to the extent permitted by law on an after-tax basis against all reasonable expenses, including attorneys' fees, actually and necessarily incurred

in connection with the defense of any claim, investigation, action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, or any Award granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by the Company) or paid by them in satisfaction of a judgment in any such claim, investigation, action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such claim, investigation, action, suit or proceeding that such person is liable for gross negligence, bad faith or intentional misconduct; provided, however, that within thirty (30) days after the institution of such claim, investigation, action, suit or proceeding, such person shall offer to the Company, in writing, the opportunity at the Company's expense to defend the same.

5. Eligibility. Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants. Incentive Stock Options may be granted only to Employees of the Company or a Parent or a Subsidiary of the Company. 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 Administrator may determine from time to time.

6. Terms and Conditions of Awards.

(a) Types of Awards. The Administrator is authorized under the Plan to award any type of arrangement to an Employee, Director or Consultant that is not inconsistent with the provisions of the Global Stock Option Plan and this Plan and that by its terms involves or might involve the issuance of (i) Shares, (ii) cash or (iii) an Option, SAR, or similar right with a fixed or variable price related to the Fair Market Value of the Shares and with an exercise or conversion privilege related to the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions. Such awards include, without limitation, Options, SARs, sales or bonuses of Restricted Stock, Restricted Stock Units or Dividend Equivalent Rights, and an Award may consist of one such security or benefit, or two or more of them in any combination or alternative.

(b) Designation of Award. Each Award shall be designated in the Award Agreement. In the case of an Option, 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 Grantee 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. In the event that the Code or the regulations promulgated thereunder are amended after the date the Plan becomes effective to provide for a different limit on the Fair Market Value of Shares permitted to be subject to Incentive Stock Options, then such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

(c) Conditions of Award. Subject to the terms of the Plan, the Administrator shall determine the provisions, terms, and conditions of each Award including, but not limited to, the Award vesting schedule, repurchase provisions, rights of first refusal, forfeiture provisions, form of payment (cash, Shares, or other consideration) upon settlement of the Award, payment contingencies, and satisfaction of any performance criteria. The performance criteria established by the Administrator may be based on any one of, or combination of, increase in share price, earnings per share, total stockholder return, return on equity, return on assets, return on investment, net operating income, cash flow, revenue, economic value added, personal management objectives, or other measure of performance selected by the Administrator. Partial achievement of the specified criteria may result in a payment or vesting corresponding to the degree of achievement as specified in the Award Agreement. In addition, the performance criteria shall be calculated in accordance with generally accepted accounting principles, but excluding the effect (whether positive or negative) of any change in accounting standards and any extraordinary, unusual or nonrecurring item, as determined by the Administrator, occurring after the establishment of the performance criteria applicable to the Award intended to be performance-based compensation. Each such adjustment, if any, shall be made solely for the purpose of providing a consistent basis from period to period for the calculation of performance criteria in order to prevent the dilution or enlargement of the Grantee's rights with respect to an Award intended to be performance-based compensation.

(d) Acquisitions and Other Transactions. The Administrator 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.

(e) Deferral of Award Payment. The Administrator may establish one or more programs under the Plan to permit selected Grantees 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 Grantee to payment or receipt of Shares or other consideration under an Award. The Administrator 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 Administrator deems advisable for the administration of any such deferral program.

(f) Separate Programs. The Administrator 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 Grantees on such terms and conditions as determined by the Administrator from time to time.

(g) Individual Limitations on Awards.

(i) Individual Option and SAR Limit. Following the date that the exemption from application of Section 162(m) of the Code described in Section 19 (or any exemption having similar effect) ceases to apply to Awards, the maximum number of Shares with respect to which Options and SARs may be granted to any Grantee in any calendar year

shall be twenty eight thousand (28,000) Shares. The foregoing limitations shall be adjusted proportionately in connection with any change in the Company's capitalization pursuant to Section 10 below. To the extent required by Section 162(m) of the Code or the regulations thereunder, in applying the foregoing limitation with respect to a Grantee, if any Option or SAR is canceled, the canceled Option or SAR shall continue to count against the maximum number of Shares with respect to which Options and SARs may be granted to the Grantee. For this purpose, the repricing of an Option (or in the case of a SAR, the base amount on which the stock appreciation is calculated is reduced to reflect a reduction in the Fair Market Value of the Common Stock) shall be treated as the cancellation of the existing Option or SAR and the grant of a new Option or SAR.

(ii) Individual Limit for Restricted Stock and Restricted Stock Units. Following the date that the exemption from application of Section 162(m) of the Code described in Section 19 (or any exemption having similar effect) ceases to apply to Awards, for awards of Restricted Stock and Restricted Stock Units that are intended to be Performance-Based Compensation, the maximum number of Shares with respect to which such Awards may be granted to any Grantee in any calendar year shall be twenty eight thousand (28,000) Shares. The foregoing limitation shall be adjusted proportionately in connection with any change in the Company's capitalization pursuant to Section 10 below.

(h) Early Exercise. The Award Agreement may, but need not, include a provision whereby the Grantee may elect at any time while an Employee, Director or Consultant to exercise any part or all of the Award prior to full vesting of the Award. 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 Administrator determines to be appropriate.

(i) Term of Award. The term of each Award shall be the term stated in the Award Agreement, provided, however, that the term shall be no more than ten (10) years from the date of issuance of the Options by the Company. However, in the case of an Incentive Stock Option granted to a Grantee 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. Notwithstanding the foregoing, the specified term of any Award shall not include any period for which the Grantee has elected to defer the receipt of the Shares or cash issuable pursuant to the Award.

(j) Transferability of Awards. Incentive Stock Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Grantee, only by the Grantee. Other Awards shall be transferable (i) by will and by the laws of descent and distribution and (ii) during the lifetime of the Grantee, to the extent and in the manner authorized by the Administrator by gift or pursuant to a domestic relations order to members of the Grantee's Immediate Family. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Award in the event of the Grantee's death on a beneficiary designation form provided by the Administrator.

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

7. Award Exercise or Purchase Price, Consideration and Taxes.

(a) Exercise or Purchase Price. The exercise or purchase price, if any, for an Award shall be as follows:

(i) In the case of an Incentive Stock Option:

(A) 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 Parent or Subsidiary of the Company, 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; or

(B) granted to any Employee other than an Employee described in the preceding paragraph, the per Share exercise price shall be not less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(ii) In the case of a Non-Qualified Stock Option, the per Share exercise price shall be such price as is determined by the Administrator.

(iii) In the case of SARs, the base appreciation amount shall be such amount as is determined by the Administrator.

(iv) In the case of Awards intended to qualify as Performance-Based Compensation, the exercise or purchase price, if any, shall be not less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

(v) In the case of the sale of Shares, the per Share purchase price, if any, shall be such price as is determined by the Administrator.

(vi) In the case of other Awards, such price as is determined by the Administrator.

(vii) Notwithstanding the foregoing provisions of this Section 7(a), in the case of an Award issued pursuant to Section 6(d), above, 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.

(b) 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 Administrator. In addition to any other types of consideration the Administrator may determine, the Administrator 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; or

(ii) check.

The Administrator 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 4(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.

(c) Taxes. No Shares shall be delivered under the Plan to any Grantee or other person until such Grantee or other person has made arrangements acceptable to the Administrator 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 Grantee 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 (reduced to the lowest whole number of Shares if such number of Shares withheld would result in withholding a fractional Share with any remaining tax withholding settled in cash).

8. Exercise of Award.

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

(i) Any Award granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator 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.

(b) Exercise of Award Following Termination of Continuous Service. In the event of termination of a Grantee's Continuous Service for any reason other than Disability or death (but not in the event of a Grantee's change of status from Employee to Consultant or from Consultant to Employee), such Grantee may, but only during the Post-Termination Exercise Period (but in no event later than the expiration date of the term of such Award as set forth in the Award Agreement), exercise the portion of the Grantee's Award that was vested at the date of such termination or such other portion of the Grantee's Award as may be determined by the Administrator. The Grantee's Award Agreement may provide that upon the termination of the Grantee's Continuous Service for Cause, the Grantee's right to exercise the Award shall terminate concurrently with the termination of Grantee's Continuous Service. In the event of a Grantee's change of status from Employee to Consultant, an Employee's Incentive Stock Option shall convert automatically to a Non-Qualified Stock Option on the day three (3) months and one

day following such change of status. To the extent that the Grantee's Award was unvested at the date of termination, or if the Grantee does not exercise the vested portion of the Grantee's Award within the Post-Termination Exercise Period, the Award shall terminate.

(c) Disability of Grantee. In the event of termination of a Grantee's Continuous Service as a result of his or her Disability, such Grantee may, but only within twelve (12) months from the date of such termination (or such longer period as specified in the Award Agreement but in no event later than the expiration date of the term of such Award as set forth in the Award Agreement), exercise the portion of the Grantee's Award that was vested at the date of such termination; provided, however, that if such Disability is not a "disability" as such term is defined in Section 22(e)(3) of the Code, in the case of an Incentive Stock Option such Incentive Stock Option shall automatically convert to a Non-Qualified Stock Option on the day three (3) months and one day following such termination. To the extent that the Grantee's Award was unvested at the date of termination, or if Grantee does not exercise the vested portion of the Grantee's Award within the time specified herein, the Award shall terminate.

(d) Death of Grantee. In the event of a termination of the Grantee's Continuous Service as a result of his or her death, or in the event of the death of the Grantee during the Post-Termination Exercise Period or during the twelve (12) month period following the Grantee's termination of Continuous Service as a result of his or her Disability, the Grantee's estate or a person who acquired the right to exercise the Award by bequest or inheritance may exercise the portion of the Grantee's Award that was vested as of the date of termination, within twelve (12) months from the date of death (or such longer period as specified in the Award Agreement but in no event later than the expiration of the term of such Award as set forth in the Award Agreement). To the extent that, at the time of death, the Grantee's Award was unvested, or if the Grantee's estate or a person who acquired the right to exercise the Award by bequest or inheritance does not exercise the vested portion of the Grantee's Award within the time specified herein, the Award shall terminate.

(e) Extension if Exercise Prevented by Law. Notwithstanding the foregoing, if the exercise of an Award within the applicable time periods set forth in this Section 8 is prevented by the provisions of Section 9 below, the Award shall remain exercisable until one (1) month after the date the Grantee is notified by the Company that the Award is exercisable, but in any event no later than the expiration of the term of such Award as set forth in the Award Agreement.

9. Conditions Upon Issuance of Shares.

(a) If at any time the Administrator 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 pursuant to the terms of an Award shall be suspended until the Administrator 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 if, in the opinion of counsel for the Company, such a representation is required by any Applicable Laws.

10. Adjustments Upon Changes in Capitalization. Subject to any required action by the stockholders of the Company and Section 11 hereof, 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 Grantee in any calendar year, as well as any other terms that the Administrator 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." In the event of any distribution of cash or other assets to stockholders other than a normal cash dividend, the Administrator shall also make such adjustments as provided in this Section 10 or substitute, exchange or grant Awards to effect such adjustments (collectively "adjustments"). Any such adjustments to outstanding Awards will be effected in a manner that precludes the enlargement of rights and benefits under such Awards. In connection with the foregoing adjustments, the Administrator may, in its 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 the Administrator determines, 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 hereof shall be made with respect to, the number or price of Shares subject to an Award.

11. Corporate Transactions.

(a) Termination of Award to Extent Not Assumed in Corporate Transaction. Effective upon the consummation of a Corporate Transaction, all outstanding Awards under the Plan shall terminate. However, all such Awards shall not terminate to the extent they are Assumed in connection with the Corporate Transaction.

(b) The Administrator shall have the authority, exercisable either in advance of any actual or anticipated Corporate Transaction or at the time of an actual Corporate Transaction and exercisable at the time of the grant of an Award under the Plan or any time while an Award remains outstanding, to provide for the full or partial automatic vesting and exercisability of one or more outstanding unvested Awards under the Plan and the release from restrictions on transfer and repurchase or forfeiture rights of such Awards in connection with a Corporate Transaction, on such terms and conditions as the Administrator may specify. The

Administrator also shall have the authority to condition any such Award vesting and exercisability or release from such limitations upon the subsequent termination of the Continuous Service of the Grantee within a specified period following the effective date of the Corporate Transaction. The Administrator may provide that any Awards so vested or released from such limitations in connection with, shall remain fully exercisable until the expiration or sooner termination of the Award.

(c) Effect of Acceleration on Incentive Stock Options. Any Incentive Stock Option accelerated under this Section 11 in connection with a Corporate Transaction shall remain exercisable as an Incentive Stock Option under the Code only to the extent the \$100,000 dollar limitation of Section 422(d) of the Code is not exceeded. To the extent such dollar limitation is exceeded, the excess Options shall be treated as Non-Qualified Stock Options.

12. Effective Date and Term of Plan. The Plan shall become effective upon the earlier to occur of its adoption by the Board or its approval by the stockholders of the Company. It shall continue in effect for a term of ten (10) years unless sooner terminated. Subject to Section 17 below, and Applicable Laws, Awards may be granted under the Plan upon its becoming effective.

13. Amendment, Suspension or Termination of the Plan.

(a) The Board may at any time amend, suspend or terminate the Plan. To the extent necessary to comply with Applicable Laws, the Company shall obtain stockholder approval of any Plan amendment in such a manner and to such a degree as required.

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

(c) No suspension or termination of the Plan (including termination of the Plan under Section 12, above) shall adversely affect any rights under Awards already granted to a Grantee.

14. 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.

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

without notice. The ability of the Company or any Related Entity to terminate the employment of a Grantee who is employed at will is in no way affected by its determination that the Grantee's Continuous Service has been terminated for Cause for the purposes of this Plan.

16. 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. The Plan is not a "Retirement Plan" or "Welfare Plan" under the Employee Retirement Income Security Act of 1974, as amended.

17. Stockholder Approval. Continuance of the Plan shall be subject to approval by the stockholders of the Company within twelve (12) months before or after the date the Plan is adopted. Such stockholder approval shall be obtained in the degree and manner required under Applicable Laws. Any Award exercised before stockholder approval is obtained shall be rescinded if stockholder approval is not obtained within the time prescribed, and Shares issued on the exercise of any such Award shall not be counted in determining whether stockholder approval is obtained.

18. Information to Grantees. To the extent required by Applicable Law, the Company shall provide to each Grantee, during the period for which such Grantee has one or more Awards outstanding, copies of financial statements at least annually. The Company shall not be required to provide such information to persons whose duties in connection with the Company assure them access to equivalent information.

19. Effect of Section 162(m) of the Code. Section 162(m) of the Code does not apply to the Plan prior to the Registration Date or such earlier time that the Company first becomes subject to the reporting obligations of Section 12 of the Exchange Act. Following the Registration Date or such earlier time that the Company first becomes subject to the reporting obligations of Section 12 of the Exchange Act, the Plan, and all Awards (except Awards of Restricted Stock that vest over time) issued thereunder, are intended to be exempt from the application of Section 162(m) of the Code, which restricts under certain circumstances the Federal income tax deduction for compensation paid by a public company to named executives in excess of \$1 million per year. The exemption is based on Treasury Regulation Section 1.162- 27(f), in the form existing on the effective date of the Plan, with the understanding that such regulation generally exempts from the application of Section 162(m) of the Code compensation paid pursuant to a plan that existed before a company becomes publicly held. Under such Treasury Regulation, this exemption is available to the Plan for the duration of the period that lasts until the earliest of (i) the expiration of the Plan, (ii) the material modification of the Plan, (iii) the exhaustion of the maximum number of shares of Common Stock available for Awards under the Plan, as set forth in Section 3(a), (iv) the first meeting of stockholders at which directors are to be elected that occurs after the close of the third calendar year following the calendar year in which the Company first becomes subject to the reporting obligations of Section 12 of the Exchange Act, or (v) such other date required by Section 162(m) of the Code and the rules and regulations promulgated thereunder. To the extent that the Administrator determines as of the date of grant of an Award that (A) the Award is intended to qualify as

Performance-Based Compensation and (B) the exemption described above is no longer available with respect to such Award, such Award shall not be effective until any stockholder approval required under Section 162(m) of the Code has been obtained.

20. Unfunded Obligation. Grantees shall have the status of general unsecured creditors of the Company. Any amounts payable to Grantees pursuant to the Plan shall be unfunded and unsecured obligations for all purposes, including, without limitation, Title I of the Employee Retirement Income Security Act of 1974, as amended. 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 Grantee account shall not create or constitute a trust or fiduciary relationship between the Administrator, the Company or any Related Entity and a Grantee, or otherwise create any vested or beneficial interest in any Grantee or the Grantee's creditors in any assets of the Company or a Related Entity. The Grantees 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.

21. 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.

22. Nonexclusivity of the Plan. Neither the adoption of the Plan by the Board, the submission of the Plan to the stockholders of the Company for approval, nor any provision of the Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of Awards otherwise than under the Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

[Western Digital Corporation Letterhead]

March 10, 2015

Western Digital Corporation
3355 Michelson Drive, Suite 100
Irvine, California 92612

Re: ***Registration of Securities of Western Digital Corporation***

Ladies and Gentlemen:

In connection with the registration of up to 83,836 shares of Common Stock of Western Digital Corporation, a Delaware corporation (the "Company"), par value \$0.01 per share (the "Shares"), under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-8 (the "Registration Statement"), filed with the Securities and Exchange Commission on or about the date hereof, such Shares to be issued or delivered pursuant to the Global Management and Employee Stock Option Plan (including its sub-plans, the Amplidata N.V. Stock Option Plan 2013 and Amplidata N.V. 2013 Stock Incentive Plan) and the Amplidata NV Stock Option Plan 2014 (including its sub-plan, the Amplidata NV 2014 Stock Incentive Plan) (collectively, the "Plans"), you have requested my opinion set forth below.

In my capacity as counsel, I have examined originals or copies of those corporate and other records of the Company I considered appropriate.

On the basis of such examination and my consideration of those questions of law I considered relevant, and subject to the limitations and qualifications in this opinion, I am of the opinion that the Shares have been duly authorized by all necessary corporate action on the part of the Company and, when issued in accordance with such authorization, the provisions of the Plans and relevant agreements duly authorized by and in accordance with the terms of the Plans, and upon payment for and delivery of the Shares as contemplated in accordance with the Plans, and either (a) the countersigning of the certificate or certificates representing the Shares by a duly authorized signatory of the registrar for the Company's Common Stock, or (b) the book-entry of the Shares by the transfer agent for the Company's Common Stock in the name of The Depository Trust Company or its nominee, the Shares will be validly issued, fully paid and non-assessable.

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I consent to your filing this opinion as an exhibit to the Registration Statement.

Respectfully submitted,

/s/ Michael C. Ray

Senior Vice President, General Counsel and Secretary

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Western Digital Corporation:

We consent to the use of our reports dated August 14, 2014, with respect to the consolidated balance sheets of Western Digital Corporation and subsidiaries as of June 27, 2014 and June 28, 2013, and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended June 27, 2014, and the related financial statement schedule, and the effectiveness of internal control over financial reporting as of June 27, 2014, incorporated herein by reference.

/s/ KPMG LLP

March 10, 2015
Irvine, California