
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported)
November 11, 2013

Qualys, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35662
(Commission
File Number)

77-0534145
(IRS Employer
Identification No.)

1600 Bridge Parkway
Redwood City, California 94065
(Address of principal executive offices, including zip code)

(650) 801-6100
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 11, 2013, Qualys, Inc. (“**Qualys**”) announced the appointment of Ann S. Johnson, age 47, as Qualys’ President and Chief Operating Officer (“**COO**”), effective as of November 25, 2013. Philippe Courtot, Qualys’ current Chairman, President and Chief Executive Officer, will resign as Qualys’ President upon Ms. Johnson’s commencement of employment on November 25, 2013, and Mr. Courtot will continue to serve as Qualys’ Chairman and Chief Executive Officer.

Prior to joining Qualys, Ms. Johnson served as Vice President of World Wide Sales, Identity Protection and Verification and Global Accounts for RSA, the Security Division of EMC Corporation, beginning in December 2010 and from 2000 to December 2010 as an Area Vice President for RSA. Ms. Johnson holds a B.S. degree from Weber State University.

Employment Offer Letter with Ann Johnson

In connection with Ms. Johnson’s appointment as Qualys’ President and COO, Qualys and Ms. Johnson entered into an Employment Offer Letter (the “**Offer Letter**”) dated November 7, 2013. Ms. Johnson will be paid a base salary of \$250,000 and will be eligible for quarterly incentive payments of up to \$50,000. Her quarterly incentive payment for the remainder of fourth quarter of 2013 is guaranteed and will be prorated based on her date of hire. Ms. Johnson will also be eligible for Qualys’ standard benefits programs.

Pursuant to the Offer Letter, Ms. Johnson will also be granted an option to purchase 160,500 shares of Qualys common stock pursuant to Qualys’ 2012 Equity Incentive Plan (the “**2012 Plan**”). This stock option will vest over a four year period with twenty-five percent (25%) vesting on the one-year anniversary of Ms. Johnson’s start date and the balance of the shares subject to the option vesting over the remaining three (3) year period with vesting occurring at a rate of 1/48th per month.

Ms. Johnson’s Offer Letter provides that if, within 12 months following a “change in control” (as defined in the 2012 Plan) her employment is terminated without cause or she resigns for good reason, then, in each case, 50% of the then unvested shares subject to her option shall accelerate.

The Offer Letter provides that if Ms. Johnson’s employment is terminated without cause within one year of her start date, then, subject to execution of a release of claims, Ms. Johnson will receive severance equal to six months of her then-current base salary.

The Offer Letter is filed herewith as Exhibit 10.1.

Indemnification Agreement with Ann Johnson

Ms. Johnson will also enter into a standard form indemnification agreement with Qualys (the “**Indemnification Agreement**”). Pursuant to the Indemnification Agreement, Qualys is required, among other things, to indemnify Ms. Johnson against liabilities that may arise by reason of her status or service as Qualys’ President and COO. The indemnification agreement also requires Qualys to advance expenses incurred by Ms. Johnson in investigating or defending any such action, suit, or proceeding.

The form of the Indemnification Agreement was previously filed and is incorporated by reference herein as Exhibit 10.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Offer Letter with Ann S. Johnson, dated November 7, 2013.
10.2*	Form of Indemnification Agreement by and between Qualys, Inc. and Ann S. Johnson, effective November 25, 2013.

* *Previously filed on August 10, 2012 as Exhibit 10.10 to the Company's Registration Statement on Form S-1 No. 333-182027.*

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

QUALYS, INC.

By: /s/ Philippe F. Courtot

Philippe F. Courtot

Chairman, President and Chief Executive Officer

Date: November 11, 2013

EXHIBIT INDEX

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QUALYS
ON DEMAND SECURITY

November 7, 2013

Ann Johnson
[Address]

Dear Ann:

On behalf of Qualys, Inc. ("Qualys" or "Company"), I am pleased to offer you the position of President and COO, reporting to Philippe Courtot, Chairman and CEO. Your location of work will be New Jersey. The details of your offer are outlined below:

- Salary:** \$250,000* (Annual Salary)
*To be paid semi-monthly. Less payroll deductions and all required withholding.
- Incentive Payment:** You will be eligible to receive up to \$50,000 a quarter. The terms of the incentive payment will be determined soon after you begin employment. Your prorated incentive payment will be guaranteed during your employment for Q4 2013.
- Benefits:** You will be eligible for the following standard Company benefits as of the first of the month following date of hire: Medical and Dental Insurance, 401k plan, Flexible Spending, 4 weeks Vacation, Sick Leave, Company Assigned Holidays and other benefits described in the Summary Plan Descriptions, available for your review. Qualys may modify compensation and benefits from time to time as it deems necessary.
- Severance:** Should your employment be terminated without cause within one year of employment, you will be entitled to a lump-sum severance payment equal to six months of base salary at your final rate of pay, provided you sign Qualys' Severance agreement and General Release of Claims (the "Release") and the Release becomes effective and irrevocable no later than 60 days following your separation date (the "Release Deadline"). If the Release does not become effective and irrevocable by the Release Deadline, you will forfeit any rights to severance under this letter. In no event will the severance payment be paid until the Release becomes effective and irrevocable. The severance payment will be payable on the first payroll date following the Release Deadline.
- Stock:** We will recommend to the Board of Directors that you be granted a stock option to purchase 160,500 shares of Common Stock (the "Option") under Qualys' 2012 Equity Incentive Plan (the "2012 Plan"). Your Option will be subject to a four-year vesting schedule, with vesting to commence as of your start date as an employee under this agreement. Under the vesting schedule, your shares under your Option would vest at the rate of 25% upon completion of the first year of employment, with an additional 2.0833% of such shares vesting for each full month of continuous employment completed after the first anniversary. However, 50% of the then unvested shares subject to the Option shall accelerate and vest if: (i) the Company incurs a "change in

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control” (as defined in the 2012 Plan); and (ii) your employment is terminated by the Company other than for “cause” (as defined in the 2012 Plan), death or disability or you resign for “good reason” (as defined in the 2012 Plan), in each case, during the period on, and 12 months following, a change in control.

Section 409A:

Any severance payments or benefits payable pursuant to this letter and any other severance payments or separation benefits, that in each case, when considered together are considered deferred compensation (together, the “Deferred Payments”) under Section 409A of the Internal Revenue Code and the Treasury Regulations and official guidance thereunder (collectively, “Section 409A”), will not become payable unless you incur a “separation from service” within the meaning of Section 409A. Similarly, no severance payments or benefits pursuant to this letter or other severance payments or benefits, in each case, that would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until you incur a “separation from service” within the meaning of Section 409A.

To the extent it is necessary to avoid subjecting you to an additional tax under Section 409A, payment of all or a portion of Deferred Payments will be delayed until the date that is six (6) months and one (1) day following your separation from service; provided, however, that in the event of your death following your separation from service but before the six (6) month anniversary of your separation from service, then any payments delayed in accordance with this sentence will be payable in a lump sum as soon as administratively practicable after the date of your death, and any other payments or benefits due will be payable in accordance with the payment schedule applicable to them.

Each payment and benefit payment under this letter is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The Company intends that all severance payments and benefits made under this letter are exempt from, or comply with, the requirements of Section 409A so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms will be interpreted to so be exempt or comply. You and the Company agree to work together in good faith to consider amendments to this letter and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A. In no event will the Company reimburse you for any taxes that may be imposed on you as a result of Section 409A.

As a Qualys employee, you will be expected to abide by Company rules and regulations, and sign and comply with the attached Proprietary Information and Inventions Agreement, which prohibits unauthorized use or disclosure of Qualys’ proprietary information.

Your employment relationship with Qualys is at-will. You may terminate your employment with Qualys at any time and for any reason whatsoever simply by notifying Qualys. Likewise, Qualys may terminate your employment at any time and for any reason whatsoever, with or without cause or advance notice. This at-will employment relationship cannot be changed except in a writing signed by a Company officer.

This letter, together with your Employee Proprietary Information and Inventions Agreement and the option agreement between you and Qualys (relating to your option grant described above), forms the complete and exclusive statement of your employment agreement with Qualys. The employment terms in this letter supersede any other agreements or promises made to you by anyone, whether oral or written. Your employment is contingent upon providing evidence of your legal right to work in the United States as required by the US Citizenship and Immigration Services.

We look forward to your acceptance of employment with Qualys under the terms described above. To accept this offer, please sign and date this letter. Please return the original offer letter along with the Employee Proprietary Information and Inventions Agreement in the enclosed envelope and keep a copy of the offer letter for your records. This offer will expire on Monday, November 11, 2013 and is contingent upon successful reference checks and a satisfactory background check.

Ann, we are excited about you joining our team. If you have any questions, please feel free to call me at (650) 801-6151.

Sincerely,

/s/ Rima Touma Bruno

Rima Touma Bruno
VP, Human Resources

Offer Accepted By:

Date Accepted:

Start Date:

/s/ Ann Johnson

November 7, 2013

November 25, 2013

Ann Johnson