



**Item 5.02.** Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers

As previously disclosed on a Current Report on Form 8-K filed with the Securities and Exchange Commission (“SEC”) on September 28, 2009, Asure Software, Inc. (f/k/a Forgent Networks, Inc.) (the “Company”) entered into an employment agreement with Mr. Patrick Goepel. Pursuant to the terms of the Agreement, Mr. Goepel was engaged as Interim Chief Executive Officer effective October 1, 2009. In addition, the Agreement stated that Mr. Goepel would become Chief Executive Officer if the Company and Mr. Goepel mutually agreed to the same prior to January 1, 2010. As of January 1, 2010, the Company and Mr. Goepel have agreed that Mr. Goepel shall serve as Chief Executive Officer. The terms of Mr. Goepel’s employment are as previously disclosed on the Current Report on Form 8-K filed with the SEC on September 29, 2009, and such terms are herein incorporated by reference.

On December 29, 2009, the Company entered into an employment agreement with Mr. David Scoglio, effective January 1, 2010. Under the terms of the Agreement, Mr. Scoglio will serve as the Chief Financial Officer of the Company. Mr. Scoglio was previously a financial consultant of the Company. A copy of the Employment Agreement is attached hereto as Exhibit 10.1 and incorporated herein by this reference. The summary of the Employment Agreement set forth below is qualified in its entirety by reference to the text of the Employment Agreement.

Mr. Scoglio’s Employment Agreement provides for an initial base salary of \$144,000 per year.

Mr. Scoglio was also granted an option to purchase 15,000 shares of the Company’s common stock with an exercise price equal to \$2.52, the fair market value (as determined by the Board of Directors) on the date of the grant. 0% percent of the shares underlying the option are fully vested as of the date of the Employment Agreement, and 5,000 shares of common stock vest every 12 months thereafter.

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**Item 9.01.** Financial Statements and Exhibits

**(a) Financial statements:**

None

**(b) Pro forma financial information:**

None

**(c) Shell company transactions:**

None

**(d) Exhibits:**

10.1 Employment Agreement between the Company and David Scoglio, dated as of December 29, 2009

**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.

Date: January 4, 2010

**ASURE SOFTWARE, INC.**

By: /s/ David Sandberg  
Name: David Sandberg  
Title: Chairman of the Board

December 28, 2009

David Scoglio  
1904 Jadewood Drive  
Morrisville, NC 27560  
919-235-5060

Dear Dave:

I am pleased to offer you a position as the Chief Financial Officer for Asure Software, reporting to Pat Goepel, Chief Executive Officer. Your position with Asure Software will begin on Friday, January 1, 2010.

Your salary will be \$6,000 paid semi-monthly which is equal to \$144,000 a year. In addition to your salary, effective January 1, 2010, Asure software is implementing a bonus program on Net Income or a commission/bonus plan for the position that would be defined over the next few months. The program will distribute 30% of Net Income, by year end, ratably across all employees based on a weighted average annual base salary. Details of the program will be announced January 1, 2010 and will include bonus opportunity specifics for each employee. At \$1M in net income, the program is designed to approximate a 10% bonus opportunity on base salary.

In addition to your salary and bonus structure, you will be eligible for company stock which will be approved by the Asure Software Board of Directors at the end of the 2009 year.

The current payroll dates are on the 15th and last day of each month. Asure Software also provides a competitive benefits package including: paid holidays and vacation, 401K savings plan, comprehensive medical and dental insurance which will be available to you the first of the month following your hire date.

Texas is an at-will state and employment may be terminated at any time by either the employee or employer. Employment with Asure Software is an "at-will" relationship; that is, employees have the right to terminate their employment at any time, for any reason, with or without cause, and without notice. Asure retains the same right, and may terminate an employee's employment at any time, for any reason with or without cause, and without notice.

Upon accepting this offer, an introductory period will occur during the first (90) days of employment. Asure Software management will be evaluating your performance to ensure a positive relationship between the employee and Asure Software. This period will help identify that whether your performance is satisfactory and expectations on both parties are clearly defined and are being met. This procedure in no way affects the At Will status of an employee.

This offer is contingent upon your return of the signed copy of your offer letter and a signed copy of the Non Disclosure Agreement to Asure Software no later than Thursday December 31, 2009. To indicate your acceptance of the above-cited offer, please sign this offer letter and return it with your start date indicated.

Sincerely,

Lisa M Flynn  
Office Manager

Enclosure

Date \_\_\_\_\_

Start Date \_\_\_\_\_

Acceptance \_\_\_\_\_

**AUSTIN:** 108 Wild Basin Rd | Suite 300 | Austin, TX | 78746 | P: 512.437.2700 | F: 512.437.2365

**SEEKONK:** 699 Fall River Ave. | Seekonk, MA | 02771

**MUMBAI:** Plot No 369, Old UTI Bldg., Opp UTTAM Da-Dhaba, Marol Maroshi B, Andheri (East)  
Mumbai, 400093