

BLACK BOX CORP

FORM 8-K (Current report filing)

Filed 11/22/17 for the Period Ending 11/22/17

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Sector	Telecommunication Services
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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 16, 2017**

Black Box Corporation

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction
of Incorporation)

0-18706

(Commission File Number)

95-3086563

(IRS Employer
Identification No.)

**1000 Park Drive
Lawrence, Pennsylvania**

(Address of Principal Executive Offices)

15055

(Zip Code)

Registrant's telephone number, including area code: **(724) 746-5500**

N/A

(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. below):

- 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))

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

On November 16, 2017, the Board of Directors (the “Board”) of Black Box Corporation (the “Company”) elected Joel T. Trammell, 52, as President and Chief Executive Officer, effective as of November 17, 2017, replacing E.C. Sykes, who retired as of November 16, 2017. Mr. Sykes also resigned from the Board on that date. Mr. Trammell has been on the Board since March 2013.

Mr. Trammell is the founder and Chief Executive Officer of Khorus, Inc., a provider of software-based management systems. Since 2011, he also has been a Managing Partner of Lone Rock Technology Group, a private equity firm, and since 2013, a Managing Partner of Lake Austin Advisors. Previously, he was a founder and the Chief Executive Officer of CachelQ, Inc., a network computing company until it was acquired by NetApp, Inc. in November 2012. From June 2000 until November 2009, he was a founder and served as the Chief Executive Officer of NetQoS, Inc., a network management software and services company that was acquired by Computer Associates.

In connection with Mr. Trammell’s appointment as President and Chief Executive Officer, the Company entered into an offer letter and the Company’s standard chief executive officer agreement with Mr. Trammell. Pursuant to the offer letter, Mr. Trammell will be paid an annual base salary of \$650,000. As Chief Executive Officer, Mr. Trammell will no longer receive separate compensation as a member of the Board. He will continue to be entitled to the benefit of the Company’s directors’ and officers’ insurance.

The agreement provides for certain benefits in the event of a qualifying termination of his employment following a change-in-control of the Company (a so-called “double trigger” agreement). The agreement also provides for twelve months’ severance prior to a change-in-control of the Company. It does not provide for any tax gross-up of severance payments. The agreement contains provisions regarding non-competition, confidentiality and intellectual property. The original term of the agreement is five (5) years with an automatic renewal on a one-year basis thereafter absent notice of nonrenewal six (6) months prior to the renewal date; provided, however, that if a change-in-control occurs during the initial or any renewal period, the agreement will survive until the second anniversary of the date of the change-in-control.

The Company also entered into a separation letter with Mr. Sykes pursuant to which he will remain employed with the Company through December 1, 2017 at his current base salary and will receive a lump sum severance amount of \$854,000, consistent with the agreement he entered into at the time of his recruitment to the Company. The Company will receive an acknowledgment of Mr. Sykes non-compete, non-solicit and confidentiality agreements and a release of liability in exchange for these payments. Mr. Sykes agreed to remain reasonably available to consult with Mr. Trammell through December 29, 2017.

These summaries are qualified in their entirety by reference to the offer letter and agreement with Mr. Trammell and the separation letter with Mr. Sykes attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and incorporated herein by reference thereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
<u>10.1</u>	Offer Letter between the Company and Joel T. Trammell dated November 22, 2017
<u>10.2</u>	Agreement between the Company and Joel T. Trammell dated November 22, 2017
<u>10.3</u>	Agreement between the Company and E.C. Sykes dated November 21, 2017
<u>99.1</u>	Press release dated November 17, 2017

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.

Black Box Corporation

Date: November 22, 2017 By: /s/ Ronald Basso

Ronald Basso

and Secretary

Executive Vice President, General Counsel



November 22, 2017

Mr. Joel T. Trammell
1620 Palomino Ridge Drive
Austin, TX 78733

Dear Joel:

This letter is to confirm your appointment as the President and Chief Executive Officer of Black Box Corporation ("Black Box" or the "Company") by the Company's Board of Directors (the "Board"). Your annual salary as an exempt employee will be \$650,000, paid on a bi-weekly basis. You report directly to the Board of Directors.

This offer is made contingent on you passing the Company's pre-employment screening process. Your start date with Black Box is November 17, 2017.

You also will receive a Change in Control Agreement, a copy of which is included. This agreement also contains non-compete, non-solicitation and confidentiality provisions, and provisions for compensation in the event of a change in control of the Company. Please sign, date, and return the Change in Control Agreement with your acceptance of this offer or else your acceptance of this offer will be considered void. In accepting this offer, you are representing that you are not currently under a non-compete or other agreement which would prevent you from fulfilling the duties of the position being offered. To the extent that anything in this letter conflicts with the Change in Control Agreement, the Change in Control Agreement will be deemed to modify and supersede this letter.

Your office will be located at the Company's local office in Austin, Texas (the "Work Location") and, to facilitate your travel on behalf of the Company to the Company's headquarters, the Company will provide you with housing and rental car in the Pittsburgh area.

Drug Screen

In order to perform a drug screen, the Company requires your authorization. We acknowledge that you have completed the applicable form for that authorization. Our background check vendor will send you the drug testing Custody and Control Form, along with an address for a drug testing facility in your area. This will be sent to your email address that was provided on your employment application. You must complete the drug screening within the timeframe specified on the form. If you fail to do so, your employment may be terminated.

Benefits

Black Box offers a comprehensive benefits program. The benefits, their effective dates, eligibility requirements and cost sharing features are summarized in the attached benefits documentation and will be explained at the time of your new employee orientation.

Form I-9 Employment Eligibility Verification

To be eligible for employment with Black Box, Federal law requires that you provide proof of citizenship or resident alien status by completing Form I-9, Employment Eligibility Verification. You will be required to complete Form I-9 in front of your hiring manager or a Company representative on your first day of employment.

Once we receive your acceptance of this offer, you will receive additional documents for completion by, or on, your first day of employment, including Form I-9. Please review Form I-9 to ensure you bring valid documents for review on your first day of employment.

We are excited about you joining our team. If you have any questions or need additional information, please do not hesitate to contact me. Welcome to Black Box!

Sincerely,
BLACK BOX CORPORATION

/s/ Ronald Basso

Ronald Basso EVP

If you agree and accept the terms outlined in this letter, please sign this letter and the Change in Control Agreement and deliver or email to David.Pasternak@BlackBox.com no later than November 22, 2017.

I understand that nothing contained in this Employment Offer Document, or in any policies, procedures or handbooks that I might receive, is intended by the Company to create an employment contract between itself and me. I understand that no promise or guarantee is binding upon the Company unless made in writing and signed by an Officer of the Company. I understand that I have the right to terminate my employment at any time, with or without any reason, and the Company retains the identical right regarding the discontinuation of my employment subject to the Change in Control Agreement.

Accepted By:

/s/ Joel T. Trammell
Joel T. Trammell

Date: November 22, 2017

1000 Park Drive
Lawrence, PA 15055
An Affirmative Action/Equal Opportunity Employer

CONFIDENTIAL

AGREEMENT

This Agreement (this "Agreement") is made as of this 22nd day of November, 2017 by and between **Black Box Corporation**, a Delaware corporation (the "Corporation"), and Joel T. Trammell, an individual residing in the State of Texas and an executive officer of the Corporation (the "Executive").

WITNESSETH:

WHEREAS, Black Box (as defined in Section 1(b) below) desires to employ Executive, and Executive desires to be employed by Black Box, as the President and Chief Executive Officer of the Corporation; and

WHEREAS, the Corporation has determined that it is in its best interests to enter into an agreement with the Executive providing for certain payments and benefits to the Executive, and the Executive desires to enter into this Agreement.

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. Definition of Terms. The following terms when used in this Agreement shall have the meaning hereafter set forth:
 - (a) "**Affiliate**" shall mean, with respect to any person or legal entity, any other person or legal entity controlling, controlled by or under common control with such person or legal entity.
 - (b) "**Black Box**" shall mean the Corporation and its Affiliates.
 - (c) "**Cause for Termination**" shall mean:
 - (i) the deliberate and intentional failure by the Executive to devote substantially the Executive's entire business time and best efforts to the performance of the Executive's duties (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or disability);
 - or
 - (ii) engaging by the Executive in gross misconduct materially and demonstrably injurious to Black Box;
 - or
 - (iii) the conviction of the Executive of, or the entry of a plea of guilty or *Nolo Contendere* by the Executive to, a crime involving an act of fraud or embezzlement against Black Box or the conviction of the Executive of,
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or the entry of a plea of *Nolo Contendere* by the Executive to, any felony involving moral turpitude;

or

- (iv) the Executive's material breach of Section 4 or Section 8 hereof which continues for thirty (30) days after receiving written notice thereof from the Corporation or the Executive's willful failure to comply with instructions of the Board of Directors of the Corporation provided that such instructions would not give rise to Good Reason for Termination.

For purposes of this definition, no act, or failure to act, on the Executive's part shall be considered "deliberate and intentional" or to constitute gross misconduct unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interests of Black Box.

- (d) **"Change-in-Control"** shall mean a change in control of the Corporation of such a nature that it would be required to be reported by the Corporation in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as in effect on the date hereof ("Exchange Act"); provided, however, that:
 - (i) without respect to the foregoing, such a change in control shall be deemed to have occurred if any "person" (as such term is used in sections 13(d) and 14(d)(2) of the Exchange Act) or any "group" (as such term is defined in Rule 13d-5(b) promulgated under the Exchange Act), is or becomes the beneficial owner, directly or indirectly, of securities of the Corporation representing twenty percent (20%) or more of the combined voting power of the Corporation's then outstanding securities coupled with or followed by the existence of a majority of the board of directors of the Corporation consisting of individuals other than individuals who either were directors of the Corporation at least one year prior to or were nominated by those individuals who were directors of the Corporation at least one year prior to such person or group becoming a beneficial owner, directly or indirectly, of securities of the Corporation representing 20% or more of the combined voting power of the Corporation's then outstanding securities;
- and
- (ii) without respect to the foregoing, if the Corporation shall sell all or substantially all of its assets or shall merge, consolidate or reorganize with another company, then such a change in control shall be deemed to have occurred if (x) upon conclusion of the transaction less than fifty-one percent (51%) of the outstanding securities entitled to vote generally in the election of directors of the acquiring company or resulting company are owned by persons who were the stockholders of the Corporation generally prior to the transaction and following the transaction a majority of the board of directors of the acquiring company or resulting company consists of individuals other than individuals who either were directors of the Corporation at least one year prior to or were nominated by those
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individuals who were directors of the Corporation at least one year prior to such sale, merger, consolidation or reorganization or (y) following the transaction a person or group (as described in subclause (i) above) would be a beneficial owner, directly or indirectly, of securities of the acquiring company or resulting company representing 20% or more of the combined voting power of the acquiring company's or resulting company's then outstanding securities as described in subclause (i) above and a majority of the board of directors of the acquiring company or resulting company consists of individuals other than individuals who either were directors of the Corporation at least one year prior to or were nominated by those individuals who were directors of the Corporation at least one year prior to such sale, merger, consolidation or reorganization.

(e) **"Date of Termination"** shall mean:

- (i) if the Executive's employment is terminated for Disability, the date that a Notice of Termination is given to the Executive;
- (ii) if the Executive's employment terminates due to the Executive's death or Retirement, the date of death or Retirement, respectively;
- (iii) if the Executive decides to terminate employment upon Good Reason for Termination, the date specified by the Executive in a Notice of Termination, which date must be within sixty (60) days after the expiration of the Notice Period (as defined in Section 3(d) below); or
- (iv) if the Executive's employment is terminated for any other reason, the date on which a termination becomes effective pursuant to a Notice of Termination or, if no Notice of Termination is provided, the date that the Executive's employment was terminated.

(f) **"Disability"** shall mean such incapacity due to physical or mental illness or injury as causes the Executive to be unable to perform the Executive's duties with Black Box during 90 consecutive days or 120 days during any six month period. In the event of a dispute between the parties as to the existence of such disability, the determination of such issue shall be made by a disinterested licensed physician mutually chosen by Black Box and the Executive (or if they fail to agree within 30 days following written request by one party to the other, then as chosen by a presiding district court judge of the District Courts of Travis County, Texas).

(g) **"Good Reason for Termination"** shall mean a material negative change in the Executive's service relationship with Black Box, taken as a whole, without Executive's consent, on account of one or more of the following conditions:

- (i) A diminution in or nonpayment of Executive's base compensation;
 - (ii) Removing the Executive from the position of President and Chief Executive Officer of the Corporation or a material diminution in Executive's authority, duties or responsibilities; or
 - (iii) A change in the Work Location (as defined below) .
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- (iv) The Executive is required to report to any employee, officer or director of Black Box other than to the Chairman of the Board of Directors, the Lead Director (if one is appointed if Executive is the Chairman of the Board) or the full Board of Directors of the Corporation.
 - (v) A Change-in-Control occurs during the term of this Agreement in which Executive is not offered a position, compensation and authority substantially equivalent to the terms of this Agreement, or that the Executive is required to report to any employee, officer or director of the successor in interest other than to the Chairman of the Board of Directors, the Lead Director (if one is appointed) or the full Board of Directors of such successor or that the employment is to occur at a location other than Executive's then-current Work Location).
 - (vi) Company's breach of Section 10(d) of this Agreement.
- (h) **"LTIP Plan"** shall mean an incentive compensation plan of Black Box which would pay bonuses to the Executive based upon the achievement of specified goals during or at the end of an award period of more than one year (such as a three year incentive compensation plan).
 - (i) **"Notice of Termination"** shall mean a written statement which sets forth the specific reason for termination and, if such is claimed to be Cause for Termination or Good Reason for Termination, in reasonable detail the facts and circumstances thereof.
 - (j) **"Options"** shall mean any stock options issued pursuant to any present or future stock option plan of the Corporation.
 - (k) **"Retirement"** shall mean a termination of the Executive's employment after age 65 or in accordance with any mandatory retirement arrangement with respect to an earlier age agreed to by the Executive.
 - (l) **"Stock Awards"** shall mean any stock-based awards, other than Options, including any stock appreciation rights, restricted stock awards, or performance stock awards, issued pursuant to any present or future stock plan of the Corporation.
 - (m) **"Work Location"** shall mean the Black Box office located in Austin, Texas or other geographic location in the city limits of Austin, Texas at which Executive must report to and perform the majority of Executive's services.
2. Termination by Black Box Due to Cause for Termination. Should the Board of Directors of the Corporation determine that Cause for Termination exists, the Board of Directors of the Corporation by resolution duly adopted may at that time or during a period of two months thereafter terminate the Executive's employment due to Cause for Termination by delivering a Notice of Termination. If the Board of Directors of the Corporation fails to duly adopt within such two month period a resolution terminating the Executive's employment, then the Corporation shall be deemed to have waived its right to terminate the Executive due to those circumstances which constituted the Cause for Termination previously found to exist by the Board.
3. Payments Following Termination of Employment.
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- (a) If during the term of this Agreement the Executive's employment with Black Box shall be terminated:
- (i) due to the Executive's death or Disability,
 - (ii) by the Executive at any time prior to a Change-in-Control other than the Executive's having terminated for Good Reason for Termination,
 - (iii) by the Executive following a Change-in-Control other than the Executive's having terminated for Good Reason for Termination,
 - (iv) by Black Box at any time prior to a Change-in-Control in accordance with Section 2 hereof or in accordance with Retirement, or
 - (v) by Black Box following a Change-in-Control in accordance with Section 2 hereof or in accordance with Retirement,

then Black Box shall have no obligations hereunder (except as specifically set forth in Section 3(c), Section 4, and Section 5 of the Agreement) to the Executive from and after the Date of Termination and the only obligations of Black Box to the Executive shall be in accordance with any other employment agreement applicable to the Executive and the then various policies, practices and benefit plans of Black Box.

- (b) If during the term of this Agreement a Change-in-Control shall have occurred and the Executive's employment shall have been involuntarily terminated on or before the second anniversary of the date of the Change-in-Control other than under the circumstances above described in subsection 3(a) (for example, a termination by the Executive for Good Reason for Termination within the foregoing period following a Change-in-Control shall entitle the Executive to the payments set forth in this subsection), then, in addition to payment by Corporation of the Executive's annual base salary due through the Date of Termination and other compensation including but not limited to bonuses, accrued but unused vacation (to the extent paid in accordance with Corporation's policy then in effect), business expenses or business expense reimbursement, and other benefits, Black Box shall pay the Executive on or before the sixtieth (60th) day following the Date of Termination the following sums:
- (i) in cash any unpaid portion of the Executive's full base salary for the period from the last period for which the Executive was paid to the Date of Termination; and
 - (ii) an amount in cash as liquidated damages for lost future remuneration equal to the sum of
 - (A) the product obtained by multiplying:
 - (1) the lesser of
 - (i) three (3.0), or
 - (ii) a number equal to the number of calendar months remaining from the Date of Termination to the date

on which the Executive is 65 years of age (or, if earlier, the age agreed to by the Executive pursuant to any prior arrangement) divided by twelve,

times

(2) the sum of

(i) the greatest of

- (x) the Executive's annual base salary for the year in effect on the Date of Termination,
- (y) in the case of termination by the Executive for Good Reason for Termination, the Executive's annual base salary in effect on the date immediately preceding the date of the earliest event which gave rise to the termination by the Executive for Good Reason for Termination,

or

- (z) the Executive's annual base salary for the year in effect on the date of the Change-in-Control,

plus

(ii) the greatest of

- (x) one third (1/3) of the aggregate cash bonuses or awards (including any payments under an LTIP Plan) received by the Executive as incentive compensation or bonus during the three calendar years immediately preceding the Date of Termination,
- (y) in the case of termination by the Executive for Good Reason for Termination, one third (1/3) of the aggregate cash bonuses or awards (including any payments under an LTIP Plan) received by the Executive as incentive compensation or bonus during the three calendar years immediately preceding the date of the earliest event which gave rise to the termination by the Executive for Good Reason for Termination,

or

- (z) one third (1/3) of the aggregate cash bonuses or awards (including any payments under an LTIP Plan) received by the Executive as incentive compensation or bonus for the three calendar years immediately preceding the date of the Change-in-Control

plus

- (B) if the Executive immediately preceding the date of the Change-in-Control is a participant in an LTIP Plan and the award period has not been completed prior to the date of the Change-in-Control, an amount equal to

- (1) the total cash award or bonus which would have been received by the Executive under such LTIP Plan assuming that, in addition to any goals met on or before the date of the Change-in-Control, all goals that were to be measured after the date of the Change-in-Control were achieved and the Executive remained in the employ of Black Box at all relevant times under the LTIP Plan,

less

- (2) any portion of the cash award or bonus for that award period previously paid to the Executive pursuant to such LTIP Plan.

- (c) If during the term of this Agreement and prior to a Change-in-Control occurring, the Executive's employment with Black Box shall have been involuntarily terminated (x) by Black Box other than under the circumstances above described in subsection 3(a)(i), 3(a)(iv) or 3(a)(v) or for non-renewal by Black Box pursuant to Section 9 at any time other than on or after Executive reaches the age for Retirement) or (y) by the Executive for Good Reason for Termination other than at a time when the Corporation could have terminated the Executive due to Cause for Termination, then, in addition to payment by Corporation of the Executive's annual base salary due through the Date of Termination and other compensation including but not limited to bonuses, accrued but unused vacation (to the extent paid in accordance with Corporation's policy then in effect), business expenses or business expense reimbursement, and other benefits, the Corporation shall make a payment to the Executive equal to his base salary at the rate in effect on the Date of Termination for the period equal to twelve (12) months from the Date of Termination. The payment will be made in the form of a lump sum, subject to all applicable withholdings. The payment shall be made within sixty (60) days following the Termination Date. Except as specifically set forth in this Section 3(c), Section 4, and Section 5, Black Box shall have no further obligation hereunder to the Executive from and after the Date of Termination other than obligations of the Corporation to the Executive in
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accordance with the then various policies, practices and benefit plans of the Corporation or any of its Affiliates applicable to Executive.

(d) In order for the Executive to terminate for Good Reason for Termination under this Agreement, (i) the Executive must deliver a Notice of Termination to Black Box at 1000 Park Drive, Lawrence, PA 15055, Attn: General Counsel, and within ninety (90) days of the event constituting Good Reason for Termination, (ii) the event must remain uncorrected during the Notice Period and (iii) the Date of Termination must occur within sixty (60) days after the expiration of the Notice Period, "Notice Period" means the thirty (30) days following the date that Executive notifies Black Box in writing of Executive's intent to terminate employment for Good Reason for Termination.

(e) All payments under this Agreement are subject to all applicable withholdings.

The obligations of Section 3(b) and Section 3(c) shall survive any termination of this Agreement and termination of the employment relationship.

4. Nondisclosure of Information .

(a) Executive acknowledges that Black Box has invested and will continue to invest considerable resources in the research, development and advancement of Black Box's business, which investment has or may result in the generation of proprietary, confidential and/or trade secret data, information, techniques and materials, tangible and intangible, which properly belong to Black Box or in which Black Box has an interest. Executive acknowledges and agrees that it would be unlawful for Executive to appropriate, to attempt to appropriate, or to disclose to anyone or use for a third party's benefit such data, information, techniques or materials, subject to the following:

(i) Executive acknowledges that the following constitute protectable confidential, trade secret or otherwise proprietary information of Black Box or of a third party: all computer software and firmware and computer aided mechanisms related to the foregoing, files, programs, data or information received by Black Box from a customer or prospective customer of Black Box if such is confidential or proprietary to the customer, data base management systems or other instrumentations, any proposals for development, any reports on findings of tests, investigative studies, consultations or the like, pricing policies, budgets, customer lists, strategic plans (whether or not communicated in writing), marketing and sales information, all written documents not generally in the public domain, any and all copies or imitations of the foregoing, and all other confidential, trade secret or proprietary information, whether or not copyrighted or patented and whether created solely by Executive, jointly with others, or solely by others.

(ii) For purposes of this Section 4, all confidential, proprietary, or trade secret information enumerated or mentioned in Section 4(a)(i) is hereinafter referred to as "Information". Any restrictions on disclosure and use of the Information will apply to all copies of the Information, whether in whole or in part.

- (iii) During the term of this Agreement and at all times after termination of this Agreement, unless authorized in writing by Black Box, the Executive will not:
 - (1) use for the Executive's benefit or advantage the Information, or
 - (2) use the Information for the benefit or advantage of any third party, or
 - (3) disclose or cause to be disclosed the Information or authorize or permit such disclosure of the Information to any unauthorized third party, or
 - (4) use the Information in any manner which is intended to injure or cause loss, whether directly or indirectly, to Black Box.

 - (iv) The Executive will not be liable for the disclosure of Information which:
 - (1) is in the public domain generally and as such becomes known to Executive through no wrongful act or breach of this Agreement; or
 - (2) is received rightfully by Executive from a third party having a lawful right to possess and to release the Information, provided the Executive agrees to promptly notify Black Box if the Executive suspects that the information possessed by the third party is within the meaning of Information under this Agreement.

 - (v) In any judicial proceeding, it will be presumed that the Information constitutes protectable trade secrets, and the Executive will bear the burden of proving that any Information is publicly or rightfully known by the Executive.

 - (vi) The Executive will surrender to Black Box at any time upon request, and upon termination of the Executive's employment with Black Box for any reason, all written or otherwise tangible documentation representing or embodying the Information, in whatever form, whether or not copyrighted, patented, or protected as a mask work, and any copies or imitations of the Information, whether or not made by the Executive.

 - (vii) The Executive agrees to be available upon request for consultation after termination of employment to provide information and details with respect to any work or activity performed or materials created by the Executive alone or with others during the Executive's employment by Black Box. The Executive will be reimbursed for these services.

 - (b) Any and all creations, developments, discoveries, inventions, works of authorship, enhancements, modifications and improvements, including without limitation computer programs, data bases, data files and the like, (hereinafter collectively referred to as "Development" or "Developments"), whether or not the Developments are copyrightable, patentable, protectable as mask works or
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otherwise protectable (such as by contract or implied duty), and whether published or unpublished, conceived, invented, developed, created or produced by the Executive alone or with others during the term of the Executive's employment, whether or not during working hours and whether on Black Box's premises or elsewhere, will be the sole and exclusive property of Black Box if the Development is:

- (i) connected with Black Box in any way, or
- (ii) within the scope of the Executive's duties assigned or implied in accordance with the Executive's position, or
- (iii) a product, service, or other item which would be in competition with the products or services offered by Black Box or which is related to Black Box's products or services, whether presently existing, under development, or under active consideration, or
- (iv) intentionally omitted.

During the term of the Executive's employment with Black Box and, if Black Box should then so request, after termination of such employment, the Executive agrees to assign and does hereby assign to Black Box all rights in the Developments created by the Executive alone or with others during the term of the Executive's employment, and all rights in any trademarks, copyrights, patents, trade secrets and analogous intellectual property rights and any applications for registration for same, of the United States and such foreign countries as Black Box may designate which are related to the Developments, including without limitation all accompanying goodwill and the right to sue for infringement or misappropriation and to receive all proceeds related to any judgment or settlement of same. The Executive agrees to execute and deliver to Black Box any instruments Black Box deems necessary to vest in Black Box sole title to and all exclusive rights in the Developments created by the Executive alone or with others during the term of the Executive's employment, and in all related trademarks, copyrights, mask work protection rights, and/or patent rights so created during the term of employment. The Executive agrees to execute and deliver to Black Box all proper papers for use in applying for, obtaining, maintaining, amending and enforcing all such trademarks, copyrights, patents or such other legal protections as Black Box may desire. The Executive further agrees to assist fully Black Box or its nominees in the preparation and prosecution of any trademark, copyright, mask work protection, patent, or trade secret arbitration or litigation.

The Executive shall be reimbursed on a reasonable hourly basis consistent with the compensation provided for herein for the Executive's services rendered following termination of employment and shall reimburse Executive for reasonable attorney's fees incurred by Executive, at any time, to undertake the obligations and requirements of this Section 4(b).

- (c) The Executive's obligations and covenants in this Section 4 will be binding upon the Executive's heirs, legal representatives, successors and assigns.
 - (d) The Corporation and the Executive agree that the rights conveyed by this Agreement are of a unique and special nature. The Executive and the Corporation
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agree that any violation of this Section 4 will result in immediate and irreparable harm to Black Box and that in the event of any actual or threatened breach or violation of any of the provisions of this Section 4, the Corporation will be entitled as a matter of right to seek an injunction or a decree of specific performance without bond from any equity court of competent jurisdiction. The Executive waives the right to assert the defense that such breach or violation can be compensated adequately in damages in an action at law. Nothing in this Agreement will be construed as prohibiting Black Box from pursuing any other remedies at law or in equity available to it for such breach or violation or threatened violation.

5. Medical Insurance or Similar Benefit Plans. If the Executive's employment should terminate under such circumstance as entitles the Executive to receive payments pursuant to Section 3(b) or Section 3 (c) hereof, then, to the extent permitted by applicable law and the medical insurance and benefits policies to which Executive is entitled to participate, Employer shall maintain Executive's paid coverage for health insurance (through the payment of Executive's COBRA (as defined below) premiums) until the earlier to occur of: (a) Executive attaining the age of 65, (b) the date Executive is provided by another employer benefits substantially comparable to the benefits provided by the above-referenced medical plan (which Executive must provide prompt notice with respect thereto to the Employer) or (c) the expiration of the COBRA Continuation Period (as defined below). During the applicable period of coverage described in the foregoing sentence, Executive shall be entitled to benefits, on substantially the same basis as would have otherwise been provided had Executive not been terminated and Employer will have no obligation to pay any benefits to, or premiums on behalf of Executive after such period ends. To the extent that such benefits are available under the above-referenced medical plan and Executive had such coverage immediately prior to termination of employment, such continuation of benefits for Executive shall also cover Executive's dependents for so long as Executive is receiving benefits under this section. The COBRA Continuation Period for medical insurance under this section shall be deemed to run concurrently with the continuation period federally mandated by COBRA (generally 18 months), or any other legally mandated and applicable federal, state, or local coverage period for benefits provided to terminated employees under the medical plan. For purposes of this Agreement, (a) "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and (b) "COBRA Continuation Period" shall mean the continuation period for medical insurance to be provided under the terms of this Agreement which shall commence on the first day of the calendar month following the month in which the date of termination falls and generally shall continue for an 18 month period.
 6. Other Employment. In the event of a termination of employment under the circumstances above described in Section 3(b) or Section 3 (c) hereof, the Executive shall have no duty to seek any other employment after termination of the Executive's employment with Black Box and Black Box hereby waives and agrees not to raise or use any defense based on the position that the Executive had a duty to mitigate or reduce the amounts due the Executive hereunder by seeking other employment whether suitable or unsuitable and should the Executive obtain other employment, then the only effect of such on the obligations of Black Box hereunder shall be that Black Box shall be entitled to credit against any payments which would otherwise be made pursuant to Sections 5(a) or 5(b) hereof, any comparable payments to which the Executive is entitled under the employee benefit plans maintained by the Executive's other employer or employers in
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connection with services to such employer or employers after termination of the Executive's employment with Black Box.

7. Stock Awards and Options. If the Executive's employment should terminate under the circumstances described in Section 3(a) hereof, the Executive's rights, if any, with respect to any outstanding Stock Awards and/or Options shall be governed by the plans and any related agreements pursuant to which such Stock Awards and/or Options were granted. If the Executive's employment should terminate under such circumstances as entitle the Executive to receive payments pursuant to Section 3(b) hereof, then, with respect to each outstanding Option or Stock Award which did not immediately vest and/or become exercisable upon the

occurrence of a Change-in-Control, such Stock Award or Option shall remain outstanding in accordance with its terms provided that in any event it shall automatically vest upon termination of employment and/or become and remain exercisable at any time after termination of employment until the stated expiration date contained in the grant for such Stock Award or Option, provided that the expiration date of any such Option or Stock Award may not exceed ten years from the date of grant.

8. Restrictive Covenants.

(a) Non-Compete.

- (i) During the period of Executive's employment by Black Box and for twelve (12) months from the Date of Termination of Executive's employment from Black Box, except for Job Elimination but including a Cause for Termination, and contingent upon Black Box (or its successor) making the payments due to the Executive under Section 3(b) and Section 3(c) as applicable, Executive will not, for himself, as an agent, consultant, employee or otherwise, or on behalf of any person, association, partnership, corporation or other entity, directly or indirectly, own, manage, operate, control, invest in, be employed or retained by, participate in or with or be connected in any manner with any Competitive Business in a Restricted Territory and perform a Restricted Activity, as hereinafter defined, without the prior written consent of Black Box which will not be unreasonably delayed or withheld; provided, however, that the foregoing provisions of this Section 8 are not intended to prohibit and shall not prohibit Executive from purchasing, for investment, not in excess of 5% of any class of stock or other corporate security of any company which is registered pursuant to Section 12 of the Securities Exchange Act of 1934.
- (ii) A "Competitive Business" means any person, business, entity or venture engaged in designing, selling, implementing, installing and/or maintaining, in whole or in part, information technology networks and/or communication systems including, but not limited to, the sale of products used in connection with such networks or communication systems and/or services related thereto.
- (iii) "Job Elimination" means a determination by Black Box that Executive's specific position is no longer required. Black Box's termination of Executive's employment in the event of Job Elimination is for Black Box's convenience and is not the result of a Cause for Termination.
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- (iv) "Restricted Territory" means any geographic area in which Black Box does business and in which Executive had responsibility for such business within the twenty-four (24) months prior to Executive's termination of employment from Black Box.
- (v) "Restricted Activity" means any activity or type of activity for which Executive had actual, assigned or supervisory responsibility for Black Box within the twenty-four (24) months prior to Executive's termination of employment from Black Box or about which Executive had Information.

(b) Non-solicitation of Black Box Customers or Suppliers.

- (i) During the period of Executive's employment by Black Box and for twelve (12) months from the Date of Termination of Executive's employment from Black Box, for any reason except for Job Elimination, Executive will not, without the advance written consent of Black Box which will not be unreasonably delayed or withheld, for himself, as an agent, consultant, individual or otherwise, or on behalf of any person, association, partnership, corporation or other entity, directly or indirectly, for a Competitive Business solicit or attempt to obtain business from or indirectly aid or assist anyone else in the solicitation of business from any Black Box Customer and/or Supplier (as defined below) for the purpose of doing any kind of business that Black Box does at the time of Executive's Date of Termination.
- (ii) For purposes of this Agreement, a "Black Box Customer and/or Supplier" means any person or entity that (A) is a current customer of or supplier to Black Box or was a customer of or supplier to Black Box within one (1) year prior to the termination of Executive's employment with Black Box and (B) in his capacity as the President and Chief Executive Officer of the Corporation Executive had contact with or had responsibility for within the twenty-four (24) months prior to Executive's termination of employment from Black Box.

(c) Non-solicitation of Black Box's Employees.

- (i) During the period of Executive's employment by Black Box and for twelve (12) months after the Date of Termination of Executive's employment from Black Box, for any reason except for Job Elimination or Retirement, Executive will not, without the advance written consent of Black Box which shall not be unreasonably delayed or withheld, directly or indirectly, induce or attempt to induce any Black Box Employee to terminate employment; nor will Executive hire or participate in the hiring or interviewing of any Black Box Employee for or on behalf of a Competitive Business; nor will Executive provide names or other information about Black Box's Employees for the purpose of assisting a Competitive Business to hire any such Black Box Employee; nor will Executive provide information to a Black Box Employee about any other Competitive Business for the purpose of assisting that Black Box Employee in finding and/or securing employment with such entity.
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- (ii) For purposes of this Agreement, a Black Box Employee means any person who is a current Black Box employee at the time of Executive's termination of employment from Black Box and known as such by the Executive or was employed by Black Box within one (1) year prior to Executive's termination of employment from Black Box and Executive was aware of such past employment at the time of Executive's termination of employment.

9. Terms. This Agreement shall be for an initial term of five years commencing on the date hereof. This Agreement shall automatically renew for an additional term of one year commencing on the fifth anniversary of the date hereof and for succeeding additional terms each of one year on each succeeding anniversary thereof until and unless either party sends written notice of non-renewal to the other party at least six months prior to a renewal date; provided, however, that if a Change-in-Control shall occur during the initial or renewed term of this Agreement, then this Agreement shall remain in effect until the third anniversary of the date of the Change-in-Control.

10. Miscellaneous.

- (a) Upon approval of the Chairman of the Board or the full Board of Directors, the Executive may serve as a member of the board of directors of other organizations that do not compete with the Company, and may participate in other professional, civic, governmental organizations and activities. For avoidance of doubt, the Executive may continue to provide service to the entities and organizations for whom he currently is providing service, a list of which has been provided to the Corporation's General Counsel.
 - (b) This Agreement shall be construed under the laws of the State of Texas.
 - (c) This Agreement, including the Employment Offer Document dated November 22, 2017 between Executive and Black Box, replaces only the previous oral agreements, but is in addition to all previous written agreements, relevant to the topics covered herein, if any, between Black Box and Executive. If a previous written agreement exists, this Agreement will control in the event of any conflict with the provisions of this Agreement.
 - (d) Black Box will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of Black Box, by agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner required of Black Box and to perform it as if no such succession had taken place. Failure of Black Box to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to terminate employment due to Good Reason for Termination. As used in this Agreement, "Corporation" shall mean Black Box as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this subsection (c) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.
 - (e) This Agreement shall inure to the benefit of and be enforceable by the Executive and the Corporation and their respective legal representatives, executors,
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administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts would still be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee or other designee or, if there be no such designee, to the Executive's estate.

- (f) Any notice or other communication provided for in this Agreement shall be in writing and, unless otherwise expressly stated herein, shall be deemed to have been duly given if mailed by United States registered mail, return receipt requested, postage prepaid, addressed in the case of the Executive to the Executive's office at Black Box with a copy to the Executive's residence and in the case of Black Box to its principal executive offices, attention of the General Counsel.
 - (g) No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and approved by resolution of the Board of Directors of the Corporation. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. Nothing contained herein shall impair the right of the Corporation to terminate the Executive's employment, subject to making any payments required to be made hereunder.
 - (h) The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
 - (i) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
 - (j) If litigation should be brought to enforce interpret or challenge any provision contained herein, the prevailing party in such litigation, if any, shall be entitled to its reasonable attorney's fees and disbursements and other costs incurred in such litigation and to interest on any money judgment obtained calculated at the prime rate of interest in effect from time to time at PNC Bank, National Association (or its successor), from the date that the payment should have been made under this Agreement.
 - (k) Excise Taxes.
 - (i) For purposes of this subsection 10(j), (1) a Payment shall mean any payment or distribution in the nature of compensation to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise; (2) Agreement Payment shall mean a Payment paid or payable pursuant to this Agreement (disregarding this subsection 10(j)); (3) Net
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After Tax Receipts shall mean the Present Value of a Payment net of all taxes imposed on the Executive with respect thereto under Sections 1 and 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), determined by applying the highest marginal rate under Section 1 of the Code applicable to the Executive's taxable income for such year; (4) "Present Value" shall mean such value determined in accordance with Section 280G(d)(4) of the Code; and (5) "Reduced Amount" shall mean the greatest aggregate amount of Payments, if any, which (x) is less than the sum of all Payments and (y) results in aggregate Net After Tax Receipts which are greater than the Net After Tax Receipts which would result if the aggregate Payments were made.

- (ii) Anything in this Agreement to the contrary notwithstanding, in the event PriceWaterhouseCoopers L.L.P. (or if PriceWaterhouseCoopers L.L.P. is the audit firm for Black Box at the time, another accounting firm of nationally recognized standing selected by Executive) (the "Accounting Firm") shall determine that receipt of all Payments would subject the Executive to tax under Section 4999 of the Code, it shall determine whether some amount of Payments would meet the definition of a "Reduced Amount." If the Accounting Firm determines that there is a Reduced Amount, the aggregate Agreement Payments shall be reduced to such Reduced Amount; provided, however, that if the Reduced Amount exceeds the aggregate Agreement Payments, the aggregate Payments shall, after the reduction of all Agreement Payments, be reduced (but not below zero) in the amount of such excess. All determinations made by the Accounting Firm under this Section shall be binding upon Black Box and the Executive and shall be made within 60 days of the occurrence of an event which requires the Corporation to make payments to the Executive under this Agreement. No later than two business days following the making of this determination by the Accounting Firm, the Corporation shall pay to or distribute for the benefit of the Executive such Payments as are then due to the Executive under this Agreement and shall promptly pay to or distribute for the benefit of the Executive in the future such Payments as become due to the Executive under this Agreement. The Corporation or its successor shall pay for the work done by the Accounting Firm. In the event that the Accounting Firm is unable or unwilling to make the determinations to be made under this subsection 10(j) or for any reason such determinations are not made within 60 days of the occurrence of the event which requires the Corporation to make payments to the Executive under this Agreement, the Corporation shall make all Payments as are then due to the Executive without reduction no later than two business days following the 60th day after the occurrence of the event which required the Corporation to make payments to the Executive under this Agreement.
 - (iii) While it is the intention of the Corporation and the Executive to reduce the amounts payable or distributable to the Executive hereunder only if the aggregate Net After Tax Receipts to the Executive would thereby be increased, as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Corporation to or for the benefit of the Executive pursuant to this
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Agreement which should not have been so paid or distributed ("Overpayments") or that additional amounts which will not have been paid or distributed by the Corporation to or for the benefit of the Executive pursuant to this Agreement could have been so paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based either upon the assertion of a deficiency by the Internal Revenue Service against Black Box or the Executive which the Accounting Firm believes has a high probability of success or controlling precedent or other substantial authority, determines that an Overpayment has been made, any such Overpayment paid or distributed by the Corporation to or for the benefit of the Executive shall be treated for all purposes as a loan ab initio to the Executive which the Executive shall repay to the Corporation together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no such loan shall be deemed to have been made and no amount shall be payable by the Executive to the Corporation if and to the extent such deemed loan and payment would not either reduce the amount on which the Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or other substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Corporation to or for the benefit of the Executive together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

- (l) The payments to be made under this Agreement are intended to be excepted from coverage under Section 409A ("Section 409A") of the Code and the regulations promulgated thereunder and shall be construed accordingly. If the Corporation determines in good faith that any amounts to be paid to Executive under this Agreement are subject to Section 409A, the Corporation shall adjust or cause its Affiliate to adjust the form and/or the timing of such payments as determined to be necessary or advisable to be in compliance with Section 409A. If any payment must be delayed to comply with Section 409A, such payment will be paid at the earliest practicable date permitted by Section 409A. Notwithstanding any provision to the contrary, to the extent that any amounts payable hereunder are subject to the requirements of Section 409A and are payable on account of termination of employment, the payment of said amounts will be delayed for a period of six (6) months after the termination date (or, if earlier, the death of the Participant) for any Participant that is a "specified employee" (as defined in Section 409A). Any payment that would otherwise have been due or owing during such six-month period will be paid immediately following the end of the six-month period. ***Notwithstanding any provision of this Agreement to the contrary, Executive acknowledges and agrees that neither the Corporation nor any Affiliate of the Corporation shall be liable for, and nothing provided or contained in this Agreement will be construed to obligate or cause the Corporation or any Affiliate of the Corporation to be liable for, any tax, interest or penalties imposed on Executive related to or arising with respect to any violation of Section 409A.***
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IN WITNESS WHEREOF, this Agreement has been executed on the date(s) set forth below to be effective as of the date first above written.

BLACK BOX CORPORATION

By /s/ Ronald Basso Name: Ronald Basso
Title: EVP

Date: November 22, 2017

/s/ Joel T. Trammell
Joel T. Trammell

Date: November 22, 2017

November 21, 2017

Mr. E.C. Sykes
366 Buckingham Drive
Venetia, PA 15367

Re: Separation

Dear E.C.:

In order to provide for an orderly transition, this letter agreement is to confirm our understanding regarding your separation from Black Box Corporation (“Black Box”) and its subsidiaries (the “Company”). Reference is hereby made to the Agreement dated February 8, 2016 by and between Black Box and you (“Your Agreement”). Black Box hereby advises you to have this letter agreement, including the Release Agreement (as defined below) attached hereto, reviewed by your attorney.

Accordingly, for good and valuable consideration, intending to be legally bound, and in connection with your pending separation of employment from the Company, Black Box and you agree as follows:

1. This letter agreement is an amendment to Your Agreement which, except as necessary to give effect to the provisions of this letter agreement, shall remain in full force and effect in accordance with its terms. For avoidance of doubt, you acknowledge and agree that Section 4 (Nondisclosure of Information) and Section 8 (Noncompetition) of Your Agreement remain in full force and effect, except that the Relevant Noncompete Period in Section 8 shall be twelve (12) months from the last date of employment.
 2. You ceased to be the President and Chief Executive Officer of Black Box (“CEO”) effective as of November 16, 2017.
 3. Your employment with the Company will voluntarily end in accordance with Retirement (as defined in Your Agreement) and your Date of Termination (as defined in Your Agreement) will be December 1, 2017 (“Your Retirement Date”). You have offered to be reasonably available to assist the CEO from and after today through December 29, 2017. We appreciate and accept that offer.
 4. For the avoidance of doubt, you agree that (a) in accordance with Section 3(a)(iii) of Your Agreement, the termination of your employment on Your Retirement Date will not entitle you to any additional compensation under Your Agreement, and (b) notwithstanding the foregoing, you and Black Box retain the right to terminate your employment sooner in accordance with the terms of Your Agreement, as modified by this letter agreement.
 5. You resigned from the Board effective November 16, 2017.
 6. You agree to promptly execute and deliver to the Company any and all documents reasonably requested by the Company in order to effect the foregoing resignations.
 7. Your base salary in effect as of the date hereof shall remain your base salary through Your Retirement Date. All of your existing cash and stock incentive awards shall be governed by the terms of their respective agreements and the 2008 Long-Term Incentive Plan (the “Plan”), as the case may be. If you remain employed through Your Retirement Date, you shall be deemed to have retired for purposes of all the awards granted to you under the Plans.
 8. In consideration for Black Box’s willingness to execute this letter agreement and continue your employment through Your Retirement Date, thereby giving you the opportunity to receive additional compensation that you may not otherwise have received, you agree to sign and deliver to the Company an Agreement and General Release in the form attached hereto as Exhibit A (the “Release Agreement”). You agree to sign the Release Agreement on or within 21 days after Your Retirement Date. In consideration for your willingness to execute this letter agreement and continue your employment through Your Retirement Date, and agreeing to be reasonably available to assist the CEO through December 29, 2017, the Company agrees to provide you with the consideration in Section 2 of the Release Agreement, subject to your timely signing and not timely revoking the Release Agreement.
 9. You acknowledge and agree that the Company will be required to file this letter agreement, including Exhibit A hereto, with the Securities and Exchange Commission making such documents available to the public.
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10. Your Agreement and this letter agreement shall be construed in accordance with and governed by the internal laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions.
11. Your Agreement, along with this letter agreement, constitute the entire understanding of the parties hereto with respect to the subject matter hereof and may only be amended or modified by written agreement signed by the parties hereto.
12. The invalidity or unenforceability of any provisions of this letter agreement shall not affect the validity or enforceability of any other provision of this letter agreement, which shall remain in full force and effect.
13. This letter agreement may be executed in counterparts which, taken together, shall constitute one and the same instrument.

Please indicate your agreement with the foregoing by signing below.

Very truly yours,

BLACK BOX CORPORATION

By: /s/ Ronald Basso
Ronald Basso, EVP

Date: November 21, 2017

AGREED TO AND ACCEPTED BY:

/s/ E.C. Sykes
E.C. Sykes

Date: November 21, 2017

AGREEMENT AND GENERAL RELEASE

THIS AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into by and among Black Box Corporation and its direct and indirect subsidiaries and affiliates, including but not limited to, Black Box Services Company (collectively hereinafter "Employer" or "Black Box") and E.C. Sykes, and his heirs, executors, administrators, successors and assigns (collectively referred to throughout this Agreement as "Employee").

NOW, for good and valuable consideration, the parties agree to and intend to be legally bound by the following:

1. **Last Days of Employment.** Employee's last day of employment with Employer was December 1, 2017 (the "Separation Date"). The Employer has or will timely pay the Employee at the rate of the Employee's regular base salary for the Employee's work through the Separation Date, less all required tax withholdings and other deductions. Employee also has agreed to be reasonably available to consult with Black Box's CEO for no additional consideration through December 29, 2017.
2. **Consideration.** In consideration for signing this Agreement and in consideration of Employee's adherence to the promises made herein:
 - (a) Employer will pay Employee Eight Hundred, Fifty-Four Thousand Dollars (\$854,000.00), less all ordinary deductions required by law ("Severance"). The Severance will be payable in a lump sum on or before December 29, 2017, or within two (2) business days of the revocation period set forth in Paragraph 4 (the "Effective Date"), whichever is later.
 - (b) Subject to the terms and conditions contained in Section 5 of the Agreement dated February 8, 2016, entitled "Medical Insurance or Similar Benefit Plans", Employee shall be entitled to the benefits described in that Section 5.
 - (c) Except as otherwise provided herein, Employee agrees that neither Employee nor anyone acting on Employee's behalf will make any claims against Employer for severance benefits (including those under the Agreement dated February 8, 2016), attorneys' fees, costs, interest or any other expenses which may have been incurred.
3. **No Consideration Absent Execution of this Agreement.** Employee understands and agrees that Employee would not receive the consideration specified in Paragraph 2 above except for Employee's execution of this Agreement and the fulfillment of the promises contained herein.
4. **Revocation.** Employee may revoke this Agreement for a period of seven (7) calendar days following the day Employee executes this Agreement. If Employee chooses to revoke this Agreement, the written notice of revocation should be delivered in person or, if sent by mail, postmarked no later than the 7th day and mailed to: General Counsel, Black Box Corporation, 1000 Park Drive, Lawrence, PA 15055.
5. **General Release.**
 - (a) In consideration of the severance payment discussed in paragraph 2 of this Agreement, which Employee warrants to be good and valuable consideration for the releases and covenants provided herein, Employee, on behalf of Employee and Employee's heirs, assigns, and personal representatives, does hereby release and forever discharge Employer, its parent, their affiliates, subsidiaries, divisions, predecessor companies, their successors and assigns, their affiliated and predecessor companies, including but not limited to Black Box (as defined above) and all of their current and former employees, owners, attorneys, shareholders, members, officers, directors and agents and the current and former trustees or administrators of any pension or other benefit plan applicable to the employees or former employees of any of the aforementioned (collectively referred to throughout the remainder of this Agreement as "Releasees" or the "Released Parties", and individually, a "Released Party") from and against all claims, demands, rights, liabilities, causes of action, and grievances, whether statutory or at common law, whether known or unknown, whether accrued or unaccrued, (collectively, the "claims", and individually, a "claim") arising out of, or relating in any way to, any acts or omissions done or occurring, in whole or in part, prior to and including the date Employee signed this Agreement, including, but not limited to, all such claims arising out of, or related in any way to, Employee's employment or termination of employment with Employer. **This is a General Release .**
 - (b) Employee expressly acknowledges and agrees that, to the maximum extent permitted by law, this General Release includes, but is not limited to, Employee's release of (i) any claims under Title VII of the Civil Rights Act of

1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Equal Pay Act of 1963, the Workers Adjustment and Retraining Notification Act, the National Labor Relations Act, and the Employee Retirement Security Act of 1974, the Family and Medical Leave Act of 1993 ("FMLA") and the Age Discrimination in Employment Act of 1967 ("ADEA"), including all amendments to any of the aforementioned laws, (ii) any claims related to employee handbooks, personnel policies, and employment-related documents, (iii) any other federal, state, or local laws, decisions, rules, statutes, and regulations pertaining to employment, wrongful dismissal, employment termination, retaliation, harassment, express or implied contract, covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, and defamation, and (iv) any other claim in common law, contract, or tort. This General Release also includes claims arising because of continued effects of any acts or omissions that occurred on or before the date Employee signed this Agreement.

- (c) By signing this Agreement, Employee expressly acknowledges and agrees that, as of the date Employee signed this Agreement, Employee (i) has no reason to believe that Employee has suffered any injuries or occupational diseases arising out of or in connection with Employee's employment with Employer, other than any such injuries or occupational diseases previously reported to Employer in writing; (ii) has received all wages, benefits, and other remuneration to which Employee was entitled to as an employee of Employer (except for amounts due in the future under the Long Term Incentive Plan or otherwise); (iii) has received all leave to which Employee was entitled under the FMLA and any comparable state or local laws; and (iv) is not aware of any facts or circumstances constituting a violation of the FMLA, the Fair Labor Standards Act ("FLSA"), the Pennsylvania Wage Payment and Collection Law, or any comparable federal, state, or local laws.
- (d) Notwithstanding the foregoing, Employee is not precluded from seeking to enforce any payment obligations or other entitlements specifically provided for under this Agreement, or filing a charge with the U.S. Equal Employment Opportunity Commission ("EEOC") or a parallel state or local agency or participating in an investigation conducted by the EEOC or a parallel state or local agency, to the maximum extent permitted by law; however, Employee expressly waives Employee's right to any monetary recovery or any other individual relief in connection with (i) any charge filed with the EEOC or a parallel state or local agency arising out of or related to Employee's employment and/or the severing of that employment with Employer, or (ii) any claim pursued on Employee's behalf by any federal, state, or local administrative agency or any other person arising out of or related to Employee's employment and/or the severing of that employment with Employer. Employee expressly acknowledges and agrees that as of the date that Employee signs this Agreement, Employee has not filed any grievances, claims, complaints, administrative charges, or lawsuits against any of the Released Parties.
6. **Affirmations**. Employee represents and agrees by signing below that Employee has not been denied any leave or benefit requested, has received the appropriate pay for all hours worked for Employer and has no known workplace injuries or occupational diseases. Employee affirms that Employee has not filed, nor has Employee caused to be filed, nor is Employee presently a party to any claim, complaint, or action against Releasees in any forum or form. Other than the consideration set forth in Paragraph 2, Employee further affirms that Employee has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses and/or commissions to which Employee may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses and/or commissions are due to or eligible to be earned by Employee, except as provided in this Agreement.
7. **Governing Law and Interpretation**. This Agreement shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania. In the event that either party breaches any of the provisions of this Agreement, such party agrees to pay the other party's reasonable costs of prosecuting such claims, including attorneys' fees and costs.
8. **Return of Employer Property**. Employee agrees to return on or prior to the Separation Date, all of Employer's property currently in Employee's possession, other than Employee's Samsung phone, which Black Box hereby transfers to Employee. Employee has, prior to the Separation Date, transferred all cellular accounts on Employee's phone to a personal account. Employee acknowledges and agrees that any and all developments, works of authorship, inventions and other works embodying intellectual property rights ("Works") created by Employee, either alone or with others, during the scope of Employee's employment with Employer are owned by Employer. To the extent that a Work is a work of copyright, Employee acknowledges and agrees that the Work is a "work made for hire" under the U.S. Copyright Act. To the extent a Work is not a "work made for hire," Employee transfers and assigns all right, title and interest in and to the Work to Employer and agrees to execute such documents and take such further actions reasonably requested by Employer (and at Employer's expense without additional compensation to Employee) to perfect in Employer the ownership of such Works.
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9. **Confidential Information Obligations and Other Agreements.**

- (a) Employee acknowledges that, during the course of Employee's employment by Black Box, Employee acquired or developed confidential or proprietary information which could include, in whole or in part and without limitation, information concerning Black Box's business plans, methodologies, know-how, financial information, technical secrets, customer information, pricing information, supplier information and personal information about Company Team Members such as social security numbers and medical condition (collectively referred to herein as "Confidential Information").
 - (b) Employee agrees that: (i) the Confidential Information is Black Box's property; (ii) prior to Employee's employment by Black Box, Employee had no knowledge of the Confidential Information; (iii) the use, misappropriation or disclosure of the Confidential Information to or for a person or entity other than Black Box would constitute a breach of trust and could cause irreparable injury to Black Box; and (iv) it is essential to the protection of Black Box's competitive position that the Confidential Information be kept secret and that it not be used for Employee's own advantage or the advantage of others; and (v) Employee will not use or disclose such Confidential Information except for the sole benefit of Black Box.
 - (c) Employee previously signed several Non-Compete and Non-Solicit Agreements (the "Non-Competes") and may have signed other agreements relating to non-competition, non-solicitation, inventions, and/or confidentiality. Employee reaffirms Employee's continuing obligations under those agreements and further agrees that nothing in this Agreement undermines or alters Employee's obligations under those agreements. Notwithstanding the foregoing, however, the parties agree that the Employee's termination is not a "Job Elimination" as defined in the Non-Competes.
 - (d) Notwithstanding the foregoing, nothing in this Release Agreement prohibits Employee from reporting possible violations of law or regulation to any government agency or entity or making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. Employee may provide information to the government, participate in investigations, file a complaint, testify in proceedings regarding Employer's past or future conduct, engage in any future activities protected under the whistleblower statutes and may receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. Solely in connection with such whistleblowing activities, Employee may disclose Confidential Information, in confidence, to a government official or to an attorney to address possible violations of law; provided, however, any such disclosure of Confidential Information must be in good faith and effectuated in a manner that prevents the dissemination of Confidential Information beyond those persons necessary to make the report or filing, such as filing the Confidential Information under seal and otherwise preventing it from being publicly disclosed. Any permitted disclosure of trade secrets must be made in compliance with 18 U.S.C. §1833, as amended.
10. **Severability.** If any term, provision or paragraph of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall be limited to the narrowest possible scope in order to preserve the enforceability of the remaining portions of the term, provision or paragraph, and such determination shall not affect the remaining terms, provisions or paragraphs of this Agreement, which shall continue to be given full force and effect.
11. **Nonadmission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of the consideration for this Release shall be deemed or construed at any time for any purpose as an admission by Employer, or evidence of any liability or unlawful conduct of any kind.
12. **Nondisparagement.** The Employee agrees that Employee will not directly or indirectly, make any disparaging statements about the Employer or any Released Party. The Company agrees that Black Box Corporation's officers and directors will not, directly or indirectly, make any disparaging statements about the Employee. A disparaging statement is any communication, oral or written, which would cause or tend to cause the recipient of the communication to question the business condition, policies, practices, integrity, competence, fairness or good character of the person to whom or entity to which the communication relates.
13. **Amendment.** This Agreement may not be modified, altered or changed except in writing and signed by both parties wherein specific reference is made to this Agreement.
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14. **Entire Agreement.** Except for the separation letter between Black Box Corporation and the Employee dated November 20, 2017 acknowledging and agreeing to the terms and conditions regarding Employee's termination, no prior or contemporaneous oral or written agreements or representations may be offered to alter the terms of this Agreement which represents the entire agreement of the parties with respect to the subject matter hereof. To the extent Employee has entered into an enforceable agreement with Employer that contains provisions that are not in direct conflict with provisions in this Agreement, the terms of this Agreement shall not supersede, but shall be in addition to, any other such agreement.
15. **Signatures.** This Agreement may be executed in counterparts, any such copy of which to be deemed an original, but all of which together shall constitute the same instrument. The parties hereto further agree that this Agreement may be delivered via facsimile transmission or via electronic mail (as a PDF file), and that such a signature shall constitute a valid signature. This Agreement may not be executed prior to the Separation Date.
16. **Assignment.** Employer and Releasees have the right to assign this Agreement, but Employee does not. This Agreement inures to the benefit of the successors and assigns of the Employer, who are intended third party beneficiaries of this Agreement.

EMPLOYEE HAS BEEN ADVISED THAT EMPLOYEE HAS TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT, AND SEVEN (7) CALENDAR DAYS TO REVOKE AFTER EXECUTION. EMPLOYEE IS HEREBY ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE PRIOR TO EXECUTION OF THIS AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE CONSIDERATION SET FORTH IN PARAGRAPH "2" ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL RELEASABLE CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST EMPLOYER.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto knowingly and voluntarily executed this Agreement as of the date(s) set forth below:

BLACK BOX CORPORATION EMPLOYEE

By: _____ E.C. Sykes

Name: _____

Title: _____

Date: _____ Date: _____

Contact

Black Box Corporation
David J. Russo
Senior Vice President, Chief Financial Officer and Treasurer
Phone: (724) 873-6788
Email: investors@blackbox.com

FOR IMMEDIATE RELEASE

BLACK BOX CORPORATION ANNOUNCES JOEL T. TRAMMELL AS CEO

PITTSBURGH, PENNSYLVANIA, November 17, 2017 - Black Box Corporation (NASDAQ:BBOX), a leading digital solutions provider dedicated to helping customers design, build, manage and secure their IT infrastructure, announced that its Board of Directors has named Joel T. Trammell, 52, as President and CEO of Black Box, effective immediately, replacing E.C. Sykes, who is retiring.

Mr. Trammell has been on the Board of Directors of Black Box since March 27, 2013.

"We are fortunate to have Joel take over the leadership reigns of the Company at this critical time in its transformation," said Mr. Thomas G. Greig, Chairman of the Board. "I have known Joel for a long time and been associated with his business successes. He brings a strong record of leading technology companies through significant change. We are looking for him to drive a culture of performance throughout the organization."

Mr. Greig continued, "We thank E.C. for his leadership and personal commitment to the Company through difficult aspects of the Company's transformation. He leaves us in a better position to execute on our initiatives."

Mr. Trammell, who has written extensively on business leadership, is the founder and Chief Executive Officer of Khorus, Inc., a provider of software-based management systems. Since 2011, he also has been a Managing Partner of Lone Rock Technology Group and a Managing Partner of Lake Austin Advisors. Previously, he was a founder and the Chief Executive Officer of CacheIQ, Inc., a network computing company, until it was acquired by NetApp, Inc. in November 2012. From June 2000 until November 2009, he was a founder and served as the Chief Executive Officer of NetQoS, Inc., a network management software and services company that was acquired by Computer Associates.

About Black Box

Black Box is a leading digital solutions provider dedicated to helping customers design, build, manage and secure their IT infrastructure. Black Box delivers high-value products and services through its global presence and 3,300 team members. To learn more, visit the Black Box Web site at <http://www.blackbox.com>.

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Any forward-looking statements contained in this release are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and speak only as of the date of this release. You can identify these forward-looking statements by the fact that they use words such as "should," "anticipate," "estimate," "approximate," "expect," "target," "may," "will," "project," "intend," "plan," "believe" and other words of similar meaning and expression in connection with any discussion of future operating or financial performance. One can also identify forward-looking statements by the fact that they do not relate strictly to

historical or current facts. Forward-looking statements are inherently subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. Although it is not possible to predict or identify all risk factors, they may include, among others, levels of business activity and operating expenses, liquidity, expenses relating to compliance requirements, cash flows, global economic and business conditions, successful integration of acquisitions, the timing, benefits and costs of restructuring programs and other initiatives, such as our enterprise resource planning system initiatives, successful marketing of the Company's product and services offerings, successful implementation of the Company's integration initiatives, successful implementation of the Company's government contracting programs, competition, changes in foreign, political and economic conditions, fluctuating foreign currencies compared to the U.S. dollar, rapid changes in technologies, client preferences, the Company's arrangements with suppliers of voice equipment and technology, government budgetary constraints and various other matters, many of which are beyond the Company's control. Additional risk factors are included in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2017 and our quarterly reports on Form 10-Q for Fiscal 2018. We can give no assurance that any goal, plan or target set forth in forward-looking statements will be achieved and readers are cautioned not to place undue reliance on such statements, which speak only as of the date made. We undertake no obligation to release publicly any revisions to forward-looking statements as a result of future events or developments and caution you not to unduly rely on any such forward-looking statements.

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