

RIBBON COMMUNICATIONS INC.

FORM 8-K/A (Amended Current report filing)

Filed 04/26/18 for the Period Ending 12/13/17

Address	4 TECHNOLOGY PARK DRIVE WESTFORD, MA, 01886
Telephone	978-614-8090
CIK	0001708055
SIC Code	7373 - Services-Computer Integrated Systems Design
Fiscal Year	12/31

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

FORM 8-K/A

(Amendment No. 1)

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

April 26, 2018 (December 13, 2017)
Date of Report (Date of earliest event reported)

RIBBON COMMUNICATIONS INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38267
(Commission File Number)

82-1669692
(IRS Employer
Identification No.)

4 TECHNOLOGY PARK DRIVE, WESTFORD, MASSACHUSETTS 01886
(Address of Principal Executive Offices) (Zip Code)

(978) 614-8100
(Registrant's telephone number, including area code)

(Former Name or Former Address, if Changed Since Last Report)

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

This Current Report on Form 8-K/A (the “Amended 8-K”) amends Item 5.02 of the Current Report on Form 8-K of Ribbon Communications Inc. (the “Company”) that was filed on December 14, 2017 in connection with the appointment of Franklin W. Hobbs as President and Chief Executive Officer of the Company (the “Original Form 8-K”). This Amended 8-K supplements Item 5.02 of the Original Form 8-K to include a description of Mr. Hobbs’ employment and severance agreements with the Company.

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

On April 20, 2018, the Company and Sonus Networks, Inc., a subsidiary of the Company, entered into an employment agreement (the “Employment Agreement”) and a severance agreement (the “Severance Agreement”) with Franklin W. Hobbs, our President and Chief Executive Officer. Pursuant to the Employment Agreement, the Company has agreed to pay Mr. Hobbs an annual base salary of \$500,000, and Mr. Hobbs is eligible to participate in the Company’s annual cash incentive program, with a target bonus equal to his then-applicable base salary. In addition, the Company has agreed to award Mr. Hobbs a sign-on equity grant of 150,000 restricted share units (the “Sign-On RSUs”), which were granted on April 19, 2018. The Sign-On RSUs are eligible to vest on December 31, 2018, subject to acceleration upon certain terminations of employment. Further, the Company has agreed to award Mr. Hobbs annual equity grants for 2018 consisting of 195,000 time-vesting restricted share units (the “2018 Annual RSUs”) and 195,000 performance-vesting share units (the “2018 Annual PSUs”). The 2018 Annual RSUs will vest ratably in three annual installments, with the first installment vesting on December 31, 2018. The 2018 Annual PSUs will vest based on achievement of certain adjusted EBITDA and synergy goals as determined by the Board of Directors (the “Board”) or the Compensation Committee of the Board and Mr. Hobbs’ continued employment through December 31, 2020, subject to acceleration upon certain terminations of employment. Each equity award will entitle Mr. Hobbs to a number of shares of Company common stock following vesting in accordance with the terms of the underlying equity agreements.

Pursuant to the Severance Agreement, Mr. Hobbs is entitled to severance payments and benefits upon certain terminations of employment. Upon a termination of Mr. Hobbs’ employment by the Company without Cause or by Mr. Hobbs for Good Reason (each as defined in the Severance Agreement), Mr. Hobbs is entitled to (a) severance payments equal to (i) 100% of his base salary, payable over twelve (12) months following termination, and (ii) his target annual bonus, payable at the same time as such bonus would have been paid absent termination, and (b) continued health plan premium payments for up to 12 months following termination. In addition, upon a termination by the Company without Cause or a resignation for Good Reason within twelve (12) months following a Change in Control (as defined in the Severance Agreement) or termination by the Company due to death or Disability (as defined in the Severance Agreement), the Company has agreed to accelerate the vesting of all of Mr. Hobbs’ outstanding equity awards (with performance-based awards vesting as if target performance had been achieved).

The foregoing summary is qualified in its entirety by reference to the Employment Agreement and Severance Agreement, copies of which are attached as Exhibits 10.1 and 10.2 to the Amended 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 [Employment Agreement entered into as of April 20, 2018 between Ribbon Communications Inc., Sonus Networks, Inc. and Franklin W. Hobbs](#)

10.2 [Severance Agreement entered into as of April 20, 2018 between Ribbon Communications Inc., Sonus Networks, Inc. and Franklin W. Hobbs](#)

SIGNATURE

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: April 26, 2018

RIBBON COMMUNICATIONS INC.

By: /s/ Daryl E. Raiford
Daryl E. Raiford
Executive Vice President and Chief Financial Officer



April 19, 2018

Franklin W. Hobbs
Via email

Dear Fritz,

On behalf of Ribbon Communications Inc. (“Ribbon”) and Sonus Networks, Inc. d/b/a Ribbon Communications Operating Company, a wholly owned subsidiary of the Company (“RCOC” and Ribbon and RCOC, together with its affiliates who may employ you from time to time, the “Company”), I am pleased to provide you with this written offer of employment as the Company’s President and Chief Executive Officer (this “Agreement”).

1. Compensation.

(a) *Base Salary*. Your initial base salary (“Base Salary”) will be at the annualized rate of \$500,000, less applicable state and federal withholdings, paid bi-weekly in accordance with the Company’s normal payroll practices, subject to adjustment from time to time as determined by Board of Directors of Ribbon (“Board”) or Compensation Committee of the Board (the “Committee”).

(b) *Annual Bonus*. You will be eligible to receive annual target variable compensation in an amount equal to your then current Base Salary based on corporate and/or individual objectives (“Annual Bonus”). The Annual Bonus for 2018 will be based on achievement of certain adjusted EBITDA objectives determined by the Board or the Committee. The performance objectives to achieve your Annual Bonus after 2018 will be established by the Board or Compensation Committee in its discretion. Your Annual Bonus, if any, shall be paid as soon as practicable following Ribbon’s public disclosure of its financial results for the applicable bonus period and the Board’s or Committee’s approval of a bonus under the then-applicable Ribbon Communications bonus plan, subject to your continued employment with the Company through the date of such payment (except as otherwise set forth in any written agreement by and between the Company and you).

(c) *Sign-On Restricted Share Units*. Subject to Board or Committee approval, you will be granted 150,000 restricted share units (“RSUs”) as a sign-on award (the “Sign-On RSUs”) under Ribbon’s Amended and Restated Stock Incentive Plan (the “Plan”). The grant date will be the date of Board or Committee approval, or the first business day thereafter if that day is not a business day. The Sign-On RSUs will vest on December 31, 2018, subject to your continued employment with the Company through such date. You will be required to enter into a restricted share unit agreement on Ribbon’s standard form (except with respect to terms otherwise specified herein or in the Severance Agreement or otherwise agreed with the Company) in connection with the grant of the Sign-On RSUs.

(d) *2018 Annual Equity Award*. In accordance with the Committee’s approval:

(i) You will be granted 195,000 time-vesting RSUs as compensation for 2018 (the “2018 RSUs”) under the Plan. The 2018 RSUs will vest ratably in annual installments over a three-year period with the first installment on December 31, 2018, subject to your continued employment with the Company through the applicable vesting date. You will be required to enter into a restricted share unit agreement on Ribbon’s standard form (except with respect to terms otherwise specified herein or in the Severance Agreement or otherwise agreed with the Company) in connection with the grant of the 2018 RSUs.

(ii) You will be granted 195,000 performance share units as compensation for 2018 (the “2018 PSUs”) under the Plan. The 2018 PSUs will vest based on (A) the achievement of adjusted EBITDA and synergy goals of

Ribbon and its subsidiaries for 2018, as determined by the Board or Committee (the “2018 Performance Goals”), and (B) your continued employment with the Company through December 31, 2020. At the first regularly scheduled meeting following the receipt of information sufficient to determine the attainment of the 2018 Performance Goals, the Board or Committee shall meet to certify the achievement of the 2018 Performance Goals and the number of shares eligible to be received under the 2018 PSUs, subject to the remaining terms and conditions thereof. You will be required to enter into a performance share unit agreement in the Company’s standard form (except with respect to terms otherwise specified herein or in the Severance Agreement or otherwise agreed with the Company) in the connection with the grant of the 2018 PSUs.

2. Benefits. During your employment with the Company, you will be entitled to the following benefits:

(a) You will be entitled to vacation consistent with Company policy and limitations;

(b) You will be entitled to participate as an employee of the Company in all benefit plans and fringe benefits and perquisites generally provided to employees of the Company in accordance with Company policy, currently including group health, life and dental insurance, 401(k) program and equity incentive plans. The Company retains the right to change, add or cease any particular benefit for its employees; and

(c) The Company will reimburse you for all reasonable travel, business development, meals, entertainment and other expenses incurred by you in connection with the performance of your duties and obligations on behalf of the Company. You will comply with such limitations and reporting requirements with respect to expenses as may be established by the Company from time to time and will promptly provide all appropriate and requested documentation in connection with such expenses.

3. Employment Relationship. For purposes of this Agreement, your employment commenced on January 1, 2018. No provision of this Agreement shall be construed to create an express or implied employment contract for a specific period of time. Employment at the Company is considered “at will” and either you or the Company may terminate the employment relationship at any time and for any reason. As a full-time employee of the Company, you will be expected to devote your full business time and energies to the business and affairs of the Company. As the Company’s organization evolves, its reporting structure may change and you may be assigned such other management duties and responsibilities as the Company may determine, in addition to performing duties and responsibilities reflected above.

4. Termination and Eligibility for Severance. Concurrent with this Agreement, the parties acknowledge and agree that they will enter into a severance agreement in substantially the form attached hereto as *Attachment 1* (the “Severance Agreement”). Except as set forth in the Severance Agreement, you will not be entitled to any severance or other termination payments or benefits from the Company or any of its affiliates.

5. Previous Employment. By accepting employment with the Company, you represent the following: (a) any notice period you are required to give or to serve with a previous employer has expired and that by entering into or performing any of your duties for the Company, you will not be in breach of any other obligation binding on you; (b) you will not use or disclose any confidential information in breach of any agreement you may have with a previous employer or any other person; and (c) you are not bound by the terms of any non-competition, non-solicitation, confidentiality or non-disclosure agreement with a previous employer or other party.

6. Confidentiality. The Company considers the protection of its confidential information and proprietary materials to be very important. Therefore, as a condition of your employment, you and the Company will become parties to the Confidentiality, Non-Competition and Assignment of Inventions Agreement, as set forth on *Attachment 2* hereto. This attached agreement must be signed and returned to the Company as soon as practicable following the date hereof.

7. Indemnity. As an executive of the Company, the Company will provide you with an Indemnity Agreement on the Company's standard form.

8. General.

- (a) This Agreement, together with the agreements referenced herein, will constitute our entire agreement as to your employment by the Company and will supersede any prior agreements or understandings, whether in writing or oral.
- (b) This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.
- (c) The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding and enforceable. Except as modified hereby, this Agreement shall remain unmodified and in full force and effect.
- (d) This Agreement is personal in nature and neither of the parties hereto shall, without the written consent of the other, assign or otherwise transfer this Agreement or its obligations, duties and rights under this Agreement; provided, however, that in the event of the merger, consolidation, transfer or sale of all or substantially all of the assets of the Company, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all of the promises, covenants, duties and obligations of the Company hereunder.
- (e) All notices shall be in writing and shall be delivered personally (including by courier), sent by facsimile transmission (with appropriate documented receipt thereof), by overnight receipted courier service (such as UPS or Federal Express) or sent by certified, registered or express mail, postage prepaid, to the Company at the following address: Ribbon Communications Legal Department, 3605 E. Plano Parkway, Plano, Texas 75074, and to you at the most current address we have in your employment file. Any such notice shall be deemed given when so delivered personally, or if sent by facsimile transmission, when transmitted, or, if by certified, registered or express mail, postage prepaid mailed, forty-eight (48) hours after the date of deposit in the mail. Any party may, by notice given in accordance with this paragraph to the other party, designate another address or person for receipt of notices hereunder.
- (f) *Arbitration*.
 - i. Any controversy, dispute or claim arising out of or relating to this Agreement or the breach hereof which cannot be settled by mutual agreement will be finally settled by binding arbitration in the Commonwealth of Massachusetts, under the jurisdiction of the American Arbitration Association or other mutually agreeable alternative arbitration dispute resolution service, before a single arbitrator appointed in accordance with the arbitration rules of the American Arbitration Association or other selected service, modified only as herein expressly provided. The arbitrator may enter a default decision against any party who fails to participate in the arbitration proceedings.
 - ii. The decision of the arbitrator on the points in dispute will be final, non-appealable and binding, and judgment on the award may be entered in any court having jurisdiction thereof.
 - iii. The fees and expenses of the arbitrator will be shared equally by the parties, and each party will bear the fees and expenses of its own attorney.

- iv. The parties agree that this Section 8(f) has been included to resolve any disputes between them with respect to this Agreement, and that this Section 8(f) will be grounds for dismissal of any court action commenced by either party with respect to this Agreement, other than post-arbitration actions seeking to enforce an arbitration award or actions seeking an injunction or temporary restraining order. In the event that any court determines that this arbitration procedure is not binding, or otherwise allows any litigation regarding a dispute, claim, or controversy covered by this Agreement to proceed, the parties hereto hereby waive, to the maximum extent allowed by law, any and all right to a trial by jury in or with respect to such litigation.
- v. The parties will keep confidential, and will not disclose to any person, except as may be required by law or the rules and regulations of the Securities and Exchange Commission or other government agencies, the existence of any controversy hereunder, the referral of any such controversy to arbitration or the status or resolution thereof.
- (g) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions thereof or of any other jurisdiction.
- (h) The Company is an equal opportunity employer.

9. Acceptance. You may accept the terms and conditions described herein by confirming your acceptance in writing. Please send your countersignature to this Agreement to the Company, or via e-mail to me, which execution will evidence your agreement with the terms and conditions set forth herein.

Sincerely,

/s/ Kim Fennebresque

Kim Fennebresque

On behalf of Ribbon Communications, Inc. and Sonus Networks, Inc.

Accepted by:

/s/ Franklin W. Hobbs

Franklin W. Hobbs

Date: 4/19/18

Attachment 1

[SEE EXHIBIT 10.2]

Attachment 2

Confidentiality, Non-Competition And Assignment of Inventions Agreement

In consideration for my employment by Sonus Networks, Inc. d/b/a Ribbon Communications Operating Company, a wholly owned subsidiary of Ribbon Communications Inc., (referred to herein as "Ribbon" or the "Company"), the promises the Company makes in this Confidentiality, Non-Competition and Assignment of Inventions Agreement (the "Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees with the Company as follows:

1. Recognition of Company's Rights; Non-Disclosure . I understand and acknowledge that the Company possesses Proprietary Information (defined below), which the Company agrees to disclose to me in exchange for my covenants under this Agreement. I acknowledge and agree that the Company's Proprietary Information (1) is secret and not a matter of knowledge in the industry; (2) gives the Company an advantage over competitors who do not know or use the Proprietary Information; (3) is of such value and nature as to make it reasonable and necessary to protect and preserve the confidentiality and secrecy of the Proprietary Information; and (4) is a valuable and special and unique asset of the Company, the disclosure of which could cause substantial injury and loss of profits and goodwill to the Company. At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon, or publish any of the Company's Proprietary Information, directly or indirectly, at any time in the future except as such disclosure, use, or publication may be required in connection with my work for the Company, or unless an executive member of the Company or the Board of Directors of the Company expressly authorizes such disclosure in writing. I understand that notwithstanding the foregoing, nothing in this Agreement prohibits me from communicating with government agencies or participating in government agency investigations or proceedings, and nothing herein limits my right to receive an award for information provided to the Securities and Exchange Commission. I understand that I am not required to notify the Company of any such communications; provided however, that nothing herein authorizes the disclosure of information I obtained through a communication that was subject to attorney client privilege.

I hereby assign to the Company any rights I may have or acquire in the Company's Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns and in any event must be returned to the Company upon my separation date, and that the Company and its assigns shall be the sole owner of all patent rights, copyrights, trade secret rights, and all other rights throughout the world (collectively, "Proprietary Rights") in connection therewith.

The term "Proprietary Information" shall mean trade secrets, confidential knowledge, data, or any other proprietary information of the Company and each of its subsidiaries or affiliated companies. By way of illustration but not limitation, "Proprietary Information" includes (a) inventions, trade secrets, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques relating to the business or proposed business of the Company and that were learned or discovered by me during the term of my employment with the Company, except as expressly permitted by the Board of Directors of the Company during the term of my employment, at the time of my termination, or subsequent to my termination; (b) information regarding plans for research, development, new products and services, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, and customers that were learned or discovered by me during the term of my employment with the Company, except as expressly permitted by the Board of Directors of the Company during the term of my employment, at the time of my termination, or subsequent to my termination; and (c) information regarding the skills and compensation of other employees of the Company.

I understand and acknowledge that my non-disclosure obligations described above are subject to the following immunity provisions of the Defend Trade Secrets Act of 2016:

- I. **Immunity.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that:
 - (A) is made
 - (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and
 - (ii) solely for the purpose of reporting or investigating a suspected violation of law; or
 - (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- II. **Use of Trade Secret Information in an Anti-Retaliation Lawsuit.** An individual who files a lawsuit for retaliation by the Company for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual:
 - (A) files any document containing the trade secret under seal; and
 - (B) does not disclose the trade secret, except pursuant to court order.

2. **Specialized Training and Knowledge.** During my employment the Company will provide me with specialized training and knowledge regarding the Company's Proprietary Information as well as regarding the Company's specific operations, products and services. I recognize the value of this training and knowledge and agree that it is a material benefit to me. I acknowledge and agree that I have not previously received this training and knowledge from the Company, and that I would not receive this training and knowledge from the Company but for my signing of this Agreement.

3. **Third Party Information.** I understand, in addition, that the Company may from time to time receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, directly or indirectly, at any time in the future, except in connection with my work for the Company, Third Party Information unless expressly authorized by an executive officer of the Company in writing.

4. **Assignment of Intellectual Property.**

(a) I hereby assign to the Company all my right, title, and interest in and to any and all inventions, original works of authorship (including software source code), trade secrets, designs, developments, improvements, concepts and other intellectual property (and all Proprietary Rights with respect thereto) (collectively, "Intellectual Property"), whether or not patentable or registrable under patent, copyright or

similar statutes, that were made or conceived or reduced to practice or learned by me, either alone or jointly with others, (i) at the direction of the Company, (ii) during the performance of my duties of employment, (iii) on Company time, (iv) using Company's equipment, materials, supplies, facilities or Proprietary Information, or (v) that, at the time of conception, authorship, development, or reduction to practice of the Intellectual Property, relate to the business of the Company as conducted (or as proposed to be conducted) or the actual or demonstrably anticipated research or development of the Company, during the period of my employment with the Company. The only Intellectual Property excluded from this provision are those which are set forth in Exhibit A to this Agreement, or the assignment of which are prohibited pursuant to applicable law. I have attached, as Exhibit A, a list specifically describing all inventions, original works of authorship (including software source code), trade secrets, designs, developments, improvements, concepts, and other intellectual property that:

- (i) I made, alone or jointly with others, prior to employment with Company;
- (ii) belong to me, in which I have an ownership interest, or which are owned in whole or in part by another company, organization, or other entity of which I have an ownership interest; and
- (iii) are not assigned to Company (collectively, "Retained Intellectual Property");

provided that if no such list is attached, I represent that there is no such Retained Intellectual Property.

To preclude any possible uncertainty, I have also set forth on Exhibit A attached hereto a complete list of all inventions that I have, alone or jointly with others, conceived, developed, or reduced to practice or caused to be conceived, developed, or reduced to practice prior to commencement of my employment with the Company, in which I have assigned my ownership interest to a third party and that I wish to have excluded from the scope of this Agreement; provided that if no such list is attached, I represent that there are no such inventions. If disclosure of any such invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such inventions in Exhibit A but am to inform the Company that all inventions have not been listed for that reason.

All Intellectual Property assigned to the Company by this Section 4 is hereinafter referred to as "Company Intellectual Property."

(b) License of Retained Intellectual Property. If in the course of my employment with the Company, the Company incorporates into any Company product, process or machine any Retained Intellectual Property, I hereby grant and the Company shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, create derivative works of, improve, use, import, export, and sell such Retained Intellectual Property as part of or in connection with such product, process or machine. I agree to and do hereby assign to Company any and all right, title, and interest in and to any and all modifications, improvements, and other derivative works made by or on behalf of Company to any such Retained Intellectual Property that is licensed to Company pursuant to this Section 4, and thus any and all such modifications, improvements, and other derivative works are deemed Company Intellectual Property.

(c) I acknowledge that all original works of authorship that are made by me (solely or jointly with others) during the term of my employment with the Company and that are within the scope of my employment and protectable by copyright ("Works") are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. § 101). If for any reason any such Works or any part thereof would not or cannot be considered a "work made for hire" under applicable law, I agree to and do hereby sell, assign, and transfer to Company, its successors and assigns, the entire right, title and interest in and to the copyright in such Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating that Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes

of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world. I hereby waive, as against Company, its successors, assigns and licensees, all moral rights which I have or acquire in respect of all such Works. I agree to enforce the moral rights as against others as directed by and at the cost of Company or its successor-in-title of the copyright in the Works.

(d) I acknowledge and agree that the Company is not obligated to commercialize any Company Intellectual Property, and that if I desire to independently commercialize any of said Company Intellectual Property, I must request and obtain a written license from the Company beforehand, which license request may be declined by the Company in its sole discretion.

5. **Enforcement of Proprietary Rights**. During my employment and after my separation from the Company for any reason whatsoever, I agree that I will assist the Company in every proper way to obtain and from time to time enforce United States and foreign Proprietary Rights relating to Company Intellectual Property, including without limitation inventions, in any and all countries. To that end I will execute, verify, and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify, and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance. In addition, the Company will provide me with reasonable notice of the need for assistance when feasible and agrees to schedule such assistance in such a manner as not to interfere with any alternative employment obtained by me when possible.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, that I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

6. **Obligation to Keep Company Informed**. During the period of my employment, I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Company Intellectual Property, including without limitation inventions. In addition, I will disclose all patent applications filed by me during the three (3) years after termination of my employment with the Company.

7. **Other Activities; Non-Solicitation; Non-Compete; Non-Disparagement**. In consideration of the sign-on restricted share units, 2018 annual equity award and my expectation of future long term incentives during the term of my continued service (as agreed from time to time between me and the Company), for the Company's promises to disclose its Proprietary Information to me and to provide me with specialized training and knowledge, and as part of the agreement between the Company and me regarding the Company disclosing its Proprietary Information to me and providing me with specialized training and knowledge, I agree as follows:

(a) During the term of my employment with the Company, I will not, directly or indirectly, participate in the ownership, management, operation, financing or control of, or be employed by or consult for or otherwise render services to, or have any interest in, any person, corporation, firm, or other entity that

competes with the Company in the business of the Company as conducted in Massachusetts, Texas or in any other state in the United States (including, without limitation, all parishes and municipalities of Louisiana set forth on Exhibit B to this Agreement), or in any country in the world where the Company conducts material business or where the Company has taken active steps to commence conducting material business, nor shall I engage in any other activities that conflict with my obligations to the Company; provided that I shall be permitted to acquire a passive stock or equity interest in such an entity provided the stock or other equity interest acquired is not more than one percent (1%) of the outstanding interests in such entity.

(b) During the term of my employment and for a period of one (1) year after my employment with the Company is terminated for any reason whatsoever I will not directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: hire, solicit, assist, aid, induce, or in any way encourage any then-current employee or consultant of the Company or any affiliate or subsidiary of the Company to terminate his or her employment relationship or consulting relationship with the Company or subsidiary; directly or indirectly hire or solicit the services of any former employee of the Company or any affiliate or subsidiary of the Company whose employment has been terminated for less than six (6) months; and/or induce or attempt to induce any other then-current employee of Company to work for, render services or provide advice to or supply Proprietary Information belonging to Company to any person or entity other than Company.

(c) During the term of my employment, and for twenty-four (24) months after my employment with the Company is terminated for any reason whatsoever, I will not, directly or indirectly, compete with the business of the Company or its successors or assigns in Massachusetts, Texas or in any other state in the United States (including, without limitation, all parishes and municipalities of Louisiana set forth on Exhibit B to this Agreement), or in any country in the world where the Company conducts material business or where the Company has taken active steps to commence conducting business; provided that I shall be permitted to acquire a passive stock or equity interest in such an entity provided the stock or other equity interest acquired is not more than one percent (1%) of the outstanding interests in such entity. The term "not compete" as used herein means that I will not directly or indirectly, as an owner, manager, officer, director, employee, consultant, or stockholder, engage in a business substantially similar to or competitive with the business of the Company or such other business activity in which the Company may substantially engage during the term of my employment.

(d) For a period of one (1) year after my employment with the Company is terminated for any reason, I will not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type, solicit, contact, call upon, communicate with, or attempt to communicate with, any Customer of the Company in order to influence a Customer to divert its business to any competitor of the Company or otherwise damage the Company's relationship with a Customer in any way. For purposes of this Section 7(d), "Customer" shall mean any company or business entity that the Company had contact with or performed services for during the last twelve (12) months of my employment with the Company.

(e) I agree that following the termination of my employment with the Company, I will not access the Company's computer systems, download files or any information from the Company's computer systems or in any way interfere, disrupt, modify or change any computer program used by the Company or any data stored on the Company's computer systems.

(f) I agree that if I should later claim any portion of Section 7 is unclear, unenforceable, overbroad or inapplicable to any activity in which I intend to engage, I must notify the Company, in writing, of my position at least fourteen (14) calendar days before engaging in such activity. During the 14-day period, I must meet face-to-face with the Company's authorized representative, in good faith, to discuss resolution of the issue. A mediator may be hired, at the Company's expense, to facilitate the discussion. If I fail or refuse to comply with this conflict resolution provision, I waive my right to challenge the scope, clarity, applicability,

breadth or enforceability of Section 7 and all of its restrictions. However, all of my rights will be reserved if I comply with this provision even if no agreement is reached during the conference. Notwithstanding the foregoing provisions of this Section 7, nothing herein shall prevent the Company from seeking and obtaining immediate injunctive relief under Section 10, with or without prior notice to me, from any court of competent jurisdiction, prior to conducting the face-to-face meeting provided for herein.

(g) I agree that during and following the term of my employment with the Company, I will not make any private or public statements or comments about the Company and/or its products, services, practices, directors, officers, agents, representatives, or equity holders in any form, oral, written or electronic, which could constitute libel, slander, or disparagement or which may be considered to be derogatory or detrimental to the name or business reputation of the Company and/or its products, services, practices, directors, officers, agents, representatives, or equity holders; provided, however, that the terms of this subparagraph shall not apply to truthful statements required of you by law and/or communications between you and your spouse, clergy, or attorneys, which are subject to a claim of privilege existing under common law, statute, or rule of procedure.

8. Third-Party Agreements and Rights. I represent that I am not bound by the terms of any agreement with any previous employer or other party which restricts in any way my use or disclosure of confidential and proprietary information belonging to a previous employer or another party or which will restrict in any way my performance of any job duties, except as I have disclosed in Exhibit C to this Agreement prior to its acceptance by the Company. I have delivered to the Company true and complete copies of any agreements listed on Exhibit C. I represent to the Company that my execution of this Agreement, my employment with the Company and the performance of my duties for the Company will not violate any obligations I may have to any previous employer or other party. In my work for the Company, I will not disclose or make use of any information in violation of any agreements with or rights of any previous employer or other party, and I will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

9. Return of Company Documents and Equipment. I agree that when my employment is terminated for any reason, I will immediately return all Company owned equipment and documents (paper and electronic) to the Company including, but not limited to, drawings, notes, memoranda, specifications, devices, and formulas, together with all copies thereof, and any other material containing or disclosing any Company Intellectual Property, including without limitation any inventions, Third Party Information, or Proprietary Information of the Company. I further agree that any property, including computers, situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

10. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company and because any breach of the covenants under Section 7 would likely result in irreparable damage to the Company for which remedies at law would likely be inadequate, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief, without bond (or other security) and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

11. Authorization to Notify New Employer. I hereby authorize the Company to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company for any reason whatsoever.

12. Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.

If to the Undersigned:

Most recent address on Company's records.

If to the Company:

Ribbon Legal Department
3605 E. Plano Parkway
Plano, Texas 75074

13. General Provisions.

- (a) Governing Law. This Agreement will be governed by and construed according to the laws of the State of Massachusetts without regard to conflicts of law principles of any jurisdiction.
- (b) All terms and provisions of this Agreement, and the drafting of this Agreement, have been negotiated by the Parties at arm's length and to mutual agreement, with consideration by and participation of each, and no party shall be deemed the scrivener of this Agreement
- (c) Venue/Jurisdiction. I agree to waive my right to a jury trial and to submit all unresolved disputes regarding this Agreement, and my employment, or the termination thereof, to trial before a judge of the appropriate state or federal court of the county in which I was last employed with the Company. If the presiding court refuses to enforce the foregoing jury waiver, I alternatively agree to submit all disputes to binding arbitration under the authority of the Federal Arbitration Act in accordance with the then applicable rules of the American Arbitration Association.
- (d) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and myself relating to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant or contractor. By executing this Agreement, I also acknowledge that: (i) I am not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement; and (ii) I knowingly waive any claim that this Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Agreement based upon presently existing facts, known or unknown. The Parties stipulate that each Party is relying upon these representations and warranties in entering into this Agreement. These representations and warranties shall survive the execution of this Agreement.
- (e) Severability.
- (i) I acknowledge and agree that each agreement and covenant set forth herein constitutes a separate agreement independently supported by good and adequate consideration and that each such agreement shall be severable from the other provisions of this Agreement and shall survive this Agreement.
- (ii) I understand and agree that Sections 1, 4 and 7 of this Agreement are each to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction determines that the scope and/or operation of Section 1, 4 or 7 is too broad to be enforced as written, the Company and I intend that the court should reform such provision to such narrower scope and/or operation as it determines to be enforceable; provided, however,
-

that such reformation applies only with respect to the operation of such provision in the particular jurisdiction with respect to which such determination was made. If, however, Section 1, 4 or 7 is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then (i) such provision shall be fully severable, (ii) this Agreement shall be construed and enforced as if such provision was never a part of this Agreement, and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. In the event a court determines that I have violated one of the post-employment, time-limited restrictions contained in Section 1, 4 or 7, then the time-limitation for the violated restriction shall be extended by one day for each day I am found to be in violation up to a maximum of one year.

(f) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors and assigns

(g) Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

(h) Employment. I agree and understand that the nature of my employment, i.e., whether it is “at-will” or for a “term” is not defined by this Agreement but is determined by separate agreement between myself and the Company, if any. Nothing contained herein is intended to modify the nature of my employment relationship with the Company from being either “at-will” or for a “term,” whichever my employment relationship may be.

(i) Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

(j) Headings. The headings to each section or paragraph of this Agreement are provided for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof.

I UNDERSTAND THAT THIS AGREEMENT, INTER ALIA, AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY’S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT, PROHIBITS ME FROM COMPETING WITH THE COMPANY FOR TWENTY FOUR (24) MONTHS AFTER MY EMPLOYMENT WITH THE COMPANY IS TERMINATED FOR ANY REASON, AND PROHIBITS ME FROM SOLICITING EMPLOYEES AND CUSTOMERS OF THE COMPANY FOR ONE (1) YEAR AFTER MY EMPLOYMENT WITH THE COMPANY IS TERMINATED FOR ANY REASON.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A AND EXHIBIT C TO THIS AGREEMENT.

Dated: 4/19, 2018.

Signature of Employee: /s/ Franklin W. Hobbs

Printed name of Employee: Franklin W. Hobbs

Address of Employee: _____

ACCEPTED AND AGREED TO BY THE COMPANY:

By: /s/ Kim Fennebresque

Name: Kim Fennebresque

Title: Chairman, Compensation Committee, Ribbon Board of Directors

EXHIBIT A

1. The following is a complete list of all inventions, original works of authorship (including software source code), trade secrets, designs, developments, improvements, concepts, and other intellectual property that I made, conceived, authored, developed, or reduced to practice, alone or jointly with others, prior to my employment by the Company that I desire to be deemed Retained Intellectual Property under Section 4 of the Company's Confidentiality, Non-Competition and Assignment of Inventions Agreement.

No such inventions, original works of authorship (including software source code), trade secrets, designs, developments, improvements, concepts, and other intellectual property to be deemed Retained Intellectual Property.

See below:

Additional sheets attached.

2. The following is a complete list of all inventions, original works of authorship (including software source code), trade secrets, designs, developments, improvements, concepts, and other intellectual property that I made, conceived, authored, developed, or reduced to practice, alone or jointly with others, prior to my employment by the Company in which I have assigned my ownership interest to a third party.

No such inventions, original works of authorship (including software source code), trade secrets, designs, developments, improvements, concepts, and other intellectual property.

See below:

Additional sheets attached.

3. I propose to bring to my employment the following materials and documents of a former employer:

No materials or documents.

See below:

Signature:

/s/ Franklin W. Hobbs

Date: 4/19/18

INVENTION DISCLOSURE

Invention Disclosure #

- Inventors: 1.
2.
3.

Title of Invention:

Problem solved by invention:

Invention Description:

Add additional signed, witnessed, and dated sheets and drawings if necessary.

Has this invention been disclosed outside of the Company? Yes No

Inventor Signature: _____ Date: _____

Witness Signature: _____ Date: _____

EXHIBIT B

Louisiana Parishes and Municipalities

Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, DeSoto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, Lafayette, Lafourche, LaSalle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, and Winn.

EXHIBIT C

Please either list or attach any agreements with any previous employer or other party referred to in Section 8 above which restrict in any way your use or disclosure of information belonging to a previous employer or another party or which will restrict in any way your performance of any job duties at the Company:



Severance Agreement

THIS SEVERANCE AGREEMENT (the “Agreement”) is entered into as of 4/19, 2018 (the “Effective Date”) between Ribbon Communications Inc. (“Ribbon”), Sonus Networks, Inc. d/b/a Ribbon Communications Operating Company, a wholly owned subsidiary of Ribbon Communications Inc. (“RCOC” and, together with Ribbon, the “Company”) and Franklin W. Hobbs (the “Executive”).

1. **Definitions.** Capitalized terms not defined herein shall have the meanings set forth in that certain offer letter by and between Ribbon, RCOC and the Executive, dated as of [redacted], 2018 (the “Employment Agreement”). The following capitalized terms used herein shall have the following meanings:
 - (a) “Base Pay” means your annual base compensation, as determined from time to time by the Company, whether acting through its Board of Directors (the “Board”), a committee thereof or otherwise, regardless of whether all or any portion thereof may be deferred under any deferred compensation plan or program of the Company.
 - (b) “Cause” means termination of your employment by the Company if you are guilty of (i) bribery in violation of the Code of Conduct (or similar policy) of the Company or other Ribbon Entity employing you at the relevant time and/or local law and regulation including, without limitation, the UK Bribery Act, (ii) engaging in acts in the course of your employment with any Ribbon Entity that constitute theft, fraud or embezzlement, (iii) intentional or negligent misconduct which materially and adversely affects any Ribbon Entity and which is not cured within thirty (30) days following your receipt of written notice of such misconduct, (iv) unauthorized disclosure of proprietary information of a material and confidential nature relating to any Ribbon Entity, which unauthorized disclosure has a material adverse effect on any Ribbon Entity, (v) material violation of any Ribbon Entity policy, agreement or procedure which is not cured within thirty (30) days following receipt of written notice of same, (vi) excessive absenteeism, (vii) material neglect of duty, (viii) failure to perform the duties of your position to the satisfaction of the Board (or your direct supervisor) which is not cured within thirty (30) days following receipt of written notice of same, (ix) insubordination or failure to perform and carry out any directive of the Board (or your direct supervisor), (x) alcohol or substance abuse, (xi) being convicted of a felony or pleading “no contest” to a felony charge, or (xii) failing to cooperate with the Ribbon Entities and/or their professional advisors in any investigation (whether internal or external) or any formal legal or investigative proceeding. The determination of whether a termination of your employment is for Cause shall be made by the Board or a committee thereof (or its designee).
 - (c) “Change in Control” — means the occurrence of any of the following after the Effective Date:
 - i. a “Corporate Transaction,” meaning either: (x) the sale, lease, conveyance or other disposition of all or substantially all of the Company’s assets to any “person” (as such term is used in Section 13(d) of the Exchange Act), entity or group of persons acting in concert; or (y) a merger, consolidation or other transaction of the Company with or into any other corporation, entity or person, other than transaction in which the holders of at least 50% of the shares of capital stock of the Company outstanding immediately prior thereto

continue to hold (either by voting securities remaining outstanding or by their being converted into voting securities of the surviving entity or its controlling entity) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity (or its controlling entity) outstanding immediately after such transaction; or

- ii. any person or group of persons becoming the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company’s then outstanding voting securities; or
- iii. a contest for the election or removal of members of the Board that results in the removal from the Board of at least 50% of the incumbent members of the Board.

(d) “Disability” means an illness (mental or physical) or accident, which results in you being unable to perform your duties as an employee of the Company for a period of one hundred eighty (180) days, whether or not consecutive, in any twelve (12) month period.

(e) “Good Reason” means any of the following:

- i. (A) a material reduction in your Base Pay, except in cases where any such reduction is applicable to substantially all executive officers of the Company in substantially the same manner and to substantially the same degree; or (B) the termination, elimination or denial of your rights to material employee benefits or any material reduction in the scope or value thereof (in the case of any such reduction, with scope and value considered in the aggregate), except in cases where any such termination, elimination, denial or reduction is applicable to substantially all executive officers of the Company in substantially the same manner and to substantially the same degree; provided, however, that the exception to subsections (A) and (B) above will not apply to exclude Good Reason if you experience a material reduction in your Base Pay and/or the termination, elimination or denial of your rights to material benefits or any material reduction in scope or value thereof (in the case of any such reduction, with scope and value considered in the aggregate) within twelve (12) months following a Change in Control;
- ii. The imposition of any requirement that you relocate your home or principal residence to any location (A) outside of the United States, or (B) in the United States which is more than thirty (30) miles away from any metropolitan area in which the Company conducts, or has taken significant steps to conduct, operations as of the date of imposition of such requirement;
- iii. A material diminution in your duties and responsibilities without your consent, including, without limitation, your ceasing to be Chief Executive Officer of the top tier entity in the corporate group that includes the business of the Company and its subsidiaries, or a requirement that you report to any party other than the board of directors of such top tier entity; or
- iv. Without limiting the generality or effect of the foregoing, any material breach of this Agreement by the Company.

(f) “Ribbon Entities” means Ribbon Communications Inc. and its direct and indirect subsidiaries.

2. Termination and Eligibility for Severance.

Upon any termination of your employment (the “Date of Termination” or “Termination Date”), you will be paid (i) any and all earned and unpaid portion of your Base Pay through the Date of Termination; (ii) any accrued but unused vacation pay owed to you in accordance with Company practices up to and including the Date of Termination; and (iii) any allowable and unreimbursed business expenses incurred through the Date of Termination that are supported by appropriate documentation in accordance with the Company’s policies. Hereafter, items (i) through (iii) in this Section 2 are referred to as “Accrued Benefits.” If the Company terminates your employment for Cause or you terminate your employment without Good Reason, you will be entitled to receive only the Accrued Benefits.

If the Company terminates your employment without Cause (other than as a result of your death or Disability) or if you terminate your employment with Good Reason and, in either case, subject to the additional conditions of this Agreement, the Company will provide you the following severance and related post-termination benefits set forth in Sections 2(a) through (e):

- (a) The Company will continue to pay your then-current Base Pay, less applicable state and federal withholdings, in accordance with the Company’s usual payroll practices, for a period of twelve (12) months following the Date of Termination;
- (b) The Company will pay you an amount equal to 100% of your target Annual Bonus for the year of termination, less applicable state and federal withholdings, at the same time as the Annual Bonus would have been paid absent termination; provided that such payment shall be made no earlier than January 1, and no later than December 31, of the year following the year of termination;
- (c) The Company will continue to pay the Company’s share of medical, dental and vision insurance premiums for you and your dependents for the twelve (12) month period following the termination of your employment; provided, that if immediately prior to the termination of your employment you were required to contribute towards the cost of premiums as a condition of receiving such insurance, you may be required to continue contributing towards the cost of such premiums under the same terms and conditions as applied to you and your dependents immediately prior to the termination of your employment in order to receive such continued insurance coverage; *provided* that, if and to the extent that any health or welfare benefit described in this Section 2(c) cannot be paid or provided under any applicable law or regulation, or under the terms of any policy, plan, program or arrangement of the Company or could subject the Company to additional tax, penalty or similar cost then, in lieu of providing the subsidized premiums described above, the Company shall instead pay to the Executive a fully taxable monthly cash payment in an amount such that, after payment by the Executive of all income taxes on such payment, the Executive retains an amount equal to the Company’s applicable share of premiums for such month, with such monthly payment being made on the last payroll date of each month for the remainder of the 12-month period described herein. Any such reimbursement or in-kind benefits provided under this Agreement shall be made or provided by the Company on or before the last day of the Executive’s taxable year following the taxable year in which the expenses are incurred, and shall also satisfy all other requirements of the regulations under Section 409A with respect to any such reimbursements. The amount of any such expenses reimbursed or in-kind benefits provided in one year shall not affect the expenses or in-kind benefits eligible for reimbursement or payment in any subsequent year, and the Executive’s right to such reimbursement or payment of any such expenses will not be subject to liquidation or exchange for any other benefit;

- (d) If such termination occurs within twelve (12) months following a Change in Control, any equity awards that are unvested as of the Termination Date will accelerate and immediately vest on the Termination Date (with all performance-based awards vesting as if target performance had been achieved) and shall be settled and/or remain exercisable thereafter in accordance with their terms and applicable law (including, without limitation, Section 409A of the Code).

If the Company terminates your employment due to death or Disability, in either case, subject to the additional conditions of this Agreement, the Company will provide you the following severance benefits set forth in Section 2(e):

- (e) Any equity awards that are unvested as of the Termination Date will accelerate and immediately vest on the Termination Date (with all performance-based awards vesting as if target performance had been achieved) and shall be settled and/or remain exercisable thereafter in accordance with their terms and applicable law (including, without limitation, Section 409A of the Code).
 - (f) Except in the event of termination of employment as a result of death, the Company's provision of the payments and benefits described in Sections 2(a) through 2(e) above will be contingent upon your execution of a release of all claims of any kind or nature in favor of the Company, its parent, and affiliates in a form to be provided by the Company (the "Release Agreement") and, notwithstanding the foregoing, no such payments or benefits shall be made prior to the first payroll date occurring on or after the 30th day following the Termination Date (the "First Payment Date"). You will have at least twenty-one (21) days following your receipt of the Release Agreement to consider whether or not to accept it. If the Release Agreement is signed and delivered by you to the Company, you will have seven (7) days from the date of delivery to revoke your acceptance of such agreement (the "Revocation Period"). Any installment described in Section 2(a) or (c) that would otherwise have been paid prior to the First Payment Date, but for this Section 2(f) shall instead be paid on the First Payment Date, subject to Section 3. If you do not timely execute or subsequently revoke the Release Agreement, then you shall not be entitled to any compensation or benefits pursuant to Sections 2(a) through (c) and shall forfeit all equity awards and shares received in respect thereof (and proceeds received in respect of sale of such shares) that you would not otherwise have retained or received but for Sections 2(d) or 2(e). The Company shall have no further obligation to you in the event your employment with the Company terminates at any time, other than those obligations specifically set forth in this Section 2.
 - (g) The Company may terminate your employment at any time with or without Cause by written notice to you specifying the date of termination. You may terminate your employment with or without Good Reason by providing written notice to the Company at least thirty (30) days prior to the date of termination, specifying the basis for your claim of Good Reason. If you seek to terminate your employment for Good Reason, the Company will have thirty (30) days following its receipt of written notice of termination to cure the circumstance giving rise to Good Reason.
3. Tax Implications of Termination Payments. Any payments or benefits required to be provided under this Agreement that is subject to Section 409A of the Code shall be provided only after the date of your "separation from service" with the Company as defined under Section 409A of the Code and the guidance issued thereunder (collectively, "Section 409A"). The following rules shall apply with respect to distribution of the payments and benefits, if any, to be provided to you under this Agreement:

(a) It is intended that each installment of the payments and benefits provided under Section 4 shall be treated as a separate “payment” for purposes of Section 409A. Neither the Company nor you shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A.

(b) If, as of the date of your “separation from service” with the Company, you are not a “specified employee” (each within the meaning of Section 409A), then each installment of the payments and benefits shall be made on the dates and terms set forth in this Agreement; and

(c) If, as of the date of your “separation from service” with the Company, you are a “specified employee” (each within the meaning of Section 409A), then:

(i) Each installment of the payments and benefits due under this Agreement that, in accordance with the dates and terms set forth herein, will in all circumstances, regardless of when the separation from service occurs, be paid within the short-term deferral period (as defined for the purposes of Section 409A) shall be treated as a short-term deferral within the meaning of Treasury Regulation Section 1.409A-1(b)(4) to the maximum extent permissible under Section 409A; and

(ii) Each installment of the payments and benefits due under Section 4 that is not paid within the short-term deferral period or otherwise cannot be treated as a short-term deferral within the meaning of Treasury Regulation Section 1.409A-1(b)(4) and that would, absent this subsection, be paid within the six-month period following your “separation from service” with the Company shall not be paid until the date that is six months and one day after such separation from service (or, if earlier, upon your death), with any such installments that are required to be delayed being accumulated during the six-month period and paid in a lump sum on the date that is six months and one day following your separation from service and any subsequent installments, if any, being paid in accordance with the dates and terms set forth herein; provided, however, that the preceding provisions of this sentence shall not apply to any installment of payments if and to the maximum extent that that such installment is deemed to be paid under a separation pay plan that does not provide for a deferral of compensation by reason of the application of Treasury Regulation 1.409A-1(b)(9)(iii) (relating to separation pay upon an involuntary separation from service). Any installments that qualify for the exception under Treasury Regulation Section 1.409A-1(b)(9)(iii) must be paid no later than the last day of the second taxable year following the taxable year in which your separation from service occurs.

(d) This Agreement is intended to comply with the provisions of Section 409A and this Agreement shall, to the extent practicable, be interpreted and construed in accordance therewith. Terms used in this Agreement shall have the meanings given such terms under Section 409A if and to the extent required in order to comply with Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable or provided hereunder will be immediately taxable to the Executive under Section 409A, the Company reserves the right to (without any obligation to do so or to indemnify the Executive for a failure to do so) (i) adopt amendments to this Agreement and/or appropriate policies and procedures, including amendments, policies and/or procedures with retroactive effect, that the Company determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (ii) take such actions it

determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. Notwithstanding the foregoing, to the extent that this Agreement or any payment or benefit hereunder shall be deemed not to comply with Section 409A, then neither the Company, the Board, nor its or their designees, agents or affiliates shall be liable to the Executive or any other person for any actions, decisions or determinations made in good faith.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written

EXECUTIVE:

/s/ Franklin W. Hobbs

RIBBON COMMUNICATIONS INC.

By: /s/ Kim Fennebresque

Kim Fennebresque

SONUS NETWORKS, INC.:

By: /s/ Kim Fennebresque

Kim Fennebresque