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

October 24, 2013
Date of Report (Date of earliest event reported)

SONUS NETWORKS, INC.
(Exact Name of Registrant as Specified in its Charter)

DELAWARE	001-34115	04-3387074
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(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)

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):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

The information in Item 2.02 of this Current Report on Form 8-K and the exhibits attached relating thereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), otherwise subject to the liabilities of that Section or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 2.02. Results of Operations and Financial Condition.

On October 29, 2013, Sonus Networks, Inc. (the "Company") issued a press release reporting its financial results for the quarter ended September 27, 2013 and posted supplementary financial and operational data on its website, www.sonus.net, in connection with the announcement of such financial results. Copies of the press release and the supplementary financial and operational data are furnished as Exhibits 99.2 and 99.3, respectively, to this Current Report on Form 8-K.

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

(c) On October 24, 2013, Mark T. Greenquist accepted an offer of employment as Chief Financial Officer of the Company. Mr. Greenquist will be joining the Company on November 1, 2013.

Pursuant to an offer letter dated October 24, 2013 (the "Employment Agreement"), Mr. Greenquist will receive an initial annual base salary of $360,000, less applicable state and federal withholdings. Commencing with the 2014 fiscal year, he will be eligible to participate in the Company's Senior Management Cash Incentive Plan (or its successor) during each year he is employed by the Company, with a target bonus of 75% of his then-current annual base salary subject to the achievement of specific objectives. Mr. Greenquist will not be eligible to receive a bonus for the portion of the 2013 fiscal year that he is employed by the Company. Mr. Greenquist's specific objectives for his target bonus will be agreed upon with the Company's Chief Executive Officer on or after January 1 of each year with respect to an award for such year. His annual bonus, if earned, will be paid as soon as practicable following the Company's disclosure of its financial results for the applicable bonus year, but in no event later than April 15 of each such subsequent year.

Pursuant to the Employment Agreement, Mr. Greenquist will be granted non-qualified options (the "Options") to purchase up to 500,000 shares of the Company's common stock under the Company's 2007 Stock Incentive Plan, as amended (the "Plan"), at an exercise price equal to the closing price of the Company's common stock on the NASDAQ Global Select Market on November 15, 2013 (the "Grant Date"). Subject to the provisions of the Employment Agreement, 25% of the Options will vest on the first anniversary of the Grant Date and the remaining 75% will vest in equal monthly increments through the fourth anniversary of the Grant Date. These Options will expire on the tenth anniversary of the Grant Date.

Pursuant to the Employment Agreement, Mr. Greenquist will also be granted 250,000 restricted shares of the Company's common stock (the "Restricted Shares") under the Plan, which will be subject to time vesting. 25% of the Restricted Shares will vest on the first anniversary of the Grant Date and 75% will vest in six equal increments semi-annually thereafter through the fourth anniversary of the Grant Date. Any Restricted Shares that do not vest based on the time criteria described above will automatically be forfeited.

In the event of an Acquisition (as defined in the Employment Agreement), (i) 50% of all unvested options granted to Mr. Greenquist will vest immediately upon the date of Acquisition and the remaining unvested options granted to him will continue to vest according to their terms; and (ii) 50% of the unvested shares of restricted stock granted to Mr. Greenquist will vest immediately upon the date of Acquisition and the remaining unvested shares of restricted stock granted to Mr. Greenquist will continue to vest according to their terms.

The Employment Agreement also provides that if Mr. Greenquist is terminated without Cause (as defined in the Employment Agreement), his employment terminates due to his death or Disability (as defined in the Employment Agreement) or if Mr. Greenquist terminates his employment with Good Reason (as defined in the Employment Agreement), he will receive: (1) a lump sum payment equal to twelve (12) months of his then-current

base salary payable at the time of termination (or eighteen (18) months if the termination follows an Acquisition) plus payment of 100% of his then target bonus (or 150% of his then-current target bonus if the termination follows an Acquisition); (2) health benefits continuation for him and his dependents at the Company's expense for the twelve (12) month period following the termination of his employment (or eighteen (18) months if the termination follows an Acquisition); (3) acceleration of the vesting of any unvested options granted to him as of the termination date that would have vested over the 12 months following termination, provided that if the termination occurs in contemplation of, upon or after an Acquisition, then all unvested options at that time will accelerate and immediately vest upon termination and be freely marketable; and all options vesting pursuant to this clause will remain outstanding and exercisable for the shorter of three years from the termination date or the remaining life of the options; and (4) any unvested shares of restricted stock granted to him as of the termination date that would vest during the 12 months following Mr. Greenquist's termination will accelerate and immediately vest upon termination, provided that, if the termination occurs in contemplation of, upon or after an Acquisition, then all unvested shares of restricted stock will accelerate and immediately vest upon termination and be freely marketable.

Mr. Greenquist is an employee-at-will.

The foregoing summary is qualified in its entirety by reference to the Employment Agreement, a copy of which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Mr. Greenquist, age 54, was the Chief Financial Officer at Siemens Enterprise Communications Limited from May 9, 2013 to October 20, 2013. Mr. Greenquist was also the Chief Financial Officer of Siemens Enterprise Communications GmbH & Co. KG for the same time period. He joined Siemens Enterprise Communications in May 2013. He served as the President and Chief Executive Officer of Telcordia Technologies, Inc. from May 2007 to August 2012 and served as its Senior Vice President and Chief Financial Officer of Telcordia Technologies, Inc. from July 2005 to May 2007. He served as Chief Financial Officer and Senior Vice President, Finance of Symbol Technologies Inc. from February 2003. Mr. Greenquist served as Executive Vice President and Chief Financial Officer of Agere Systems Inc., responsible for executive management and the oversight of its financial operations, from January 2001 to February 2003, and served as its Principal Accounting Officer until February 2003. Prior to joining Agere Systems Inc., Mr. Greenquist served as Vice President of Finance and Chief Financial Officer of General Motors Europe from January 1999 to January 2001. From October 1998 to January 1999, he served as Vice President and Corporate Treasurer of Delta Air Lines Inc. Prior to joining Delta Air Lines Inc., Mr. Greenquist was at General Motors (now Motors Liquidation Company) from 1986 to 1998, where he held a variety of positions, including Assistant Treasurer of General Motors, Managing Director and Finance Director of General Motors Poland and Corporate Treasurer and Manager of Commercial Finance of Saab Automobile AB. After joining the General Motors finance organization in New York in 1986, Mr. Greenquist subsequently held positions in General Motor's New York treasurer's office including corporate finance, capital markets, foreign exchange and commodity hedging and investor relations. He also has a broad range of experience with General Motors' European operations as Treasurer of Saab Automobile and Chief Financial Officer and Managing Director of General Motors Poland. He was a Treasurer of Saab AB. Mr. Greenquist earned a Bachelor's Degree in Economics from Dartmouth College and a Master's Degree in Business Administration with concentration in Finance from Columbia University Graduate School of Business.

Maurice L. Castonguay resigned on October 29, 2013 as Senior Vice President and Chief Financial Officer effective November 1, 2013.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 Employment Agreement between Sonus Networks, Inc. and Mark T. Greenquist, accepted on October 24, 2013.

99.1 Press release of Sonus Networks, Inc. dated October 29, 2013, announcing the appointment of its Chief Financial Officer.

The following exhibits relating to Item 2.02 shall be deemed to be furnished, and not filed:

99.2 Press release of Sonus Networks, Inc., dated October 29, 2013, reporting its financial results for the quarter ended September 27, 2013.

99.3 Supplementary Financial and Operational Data issued by Sonus Networks, Inc. on October 29, 2013.

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: October 29, 2013

SONUS NETWORKS, INC.

By: /s/ Jeffrey M. Snider

Jeffrey M. Snider
Senior Vice President, Chief Administrative Officer, General Counsel and Secretary

Exhibit Index

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Sonus Networks, Inc.
4 Technology Park Drive
Westford, MA 01886

October 24, 2013

Mark T. Greenquist
By electronic delivery

Dear Mark:

I am pleased to provide you in this letter (the "Agreement") with the terms and conditions of our offer of employment with Sonus Networks, Inc. (the "Company").

1. Position. You will be employed as Chief Financial Officer, reporting to the President and Chief Executive Officer (the "CEO"). As the Company's organization evolves, in addition to performing duties and responsibilities currently associated with the position of Chief Financial Officer, you may be assigned other executive duties and responsibilities as the Company may determine. 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.

2. Commencement Date/Nature of Relationship. Your employment shall commence no later than November 11, 2013 (the "Commencement Date"). Employment by the Company is "at will" and either you or the Company may terminate the employment relationship at any time and for any reason or no reason, subject to the provisions of Section 8 below.

3. Compensation. During your employment with the Company, you will receive the following compensation:

(a) *Base Compensation.* Your initial base salary ("Base Salary") will be at the annualized rate of $360,000, less applicable state and federal withholdings, paid twice monthly in accordance with the Company's normal payroll practices. The Company will review your Base Salary on an annual basis and such Base Salary may be adjusted at the discretion of the Compensation Committee of the Board of Directors (the "Compensation Committee"); provided that you may elect to terminate your employment for Good Reason (as defined below) if the Compensation Committee reduces your Base Salary without your consent.

(b) *Target Bonus.* Commencing with the 2014 fiscal year, you will be eligible to participate in the Senior Management Cash Incentive Plan (or its successor) during each year you are employed by the Company, with a target bonus of 75% of your then-current annual Base Salary ("Target Bonus"). You will not be eligible to receive a bonus for the portion of the 2013 fiscal year that you are employed by the Company. Specific objectives for your Target Bonus will be agreed upon with the CEO on or after January 1 of each year with respect to an award for such year. Your annual bonus, if earned, shall be paid as soon as practicable following the Company's public disclosure of its financial results for the applicable bonus year, but in no event later than April 15 of each such subsequent year.

(c) *Stock Option Grants.* You will be granted non-qualified options to purchase 500,000 shares of the Company's common stock, $.001 par value per share ("Options"), under the Company's 2007 Stock Incentive Plan, as amended (the "Plan"), subject to the terms of the Plan and the terms of the Company's stock option agreement, which shall reflect the terms of this Agreement. The grant date (the

"Grant Date") will be on the first 15th day of the month that next follows your Commencement Date or the first business day thereafter if that day is not a business day. The per share exercise price will be the per share closing price of the Company's common stock on the Grant Date. Subject to the provisions of this Agreement, these Options shall vest and become exercisable as follows: (A) 25% (125,000 shares) will vest on the first anniversary of the Grant Date and (B) the remaining 75% (375,000 shares) will vest in equal monthly increments through the fourth anniversary of the Grant Date. These Options will expire on the tenth anniversary of the Grant Date.

(d) *Restricted Stock Grants.* On the Grant Date, you will also be granted 250,000 restricted shares of the Company's common stock ("Restricted Shares") under the Plan, subject to the terms of the Plan and the Company's restricted stock agreement, which will reflect the terms of this Agreement. These Restricted Shares will vest as follows: (A) 25% (62,500 shares) shall vest on the first anniversary of the Grant Date and, (B) 75% (187,500 shares) shall vest in six equal increments semi-annually thereafter through the fourth anniversary of the Grant Date.

(e) *Section 83(b) Election.* You may elect under Section 83(b) of the Internal Revenue Code of 1986, as amended, to be taxed at the time the Restricted Shares are acquired on the Grant Date (a "Section 83(b) Election"). A Section 83(b) Election, if made, must be filed with the Internal Revenue Service within thirty (30) days of the Grant Date. You are obligated to pay to the Company the amount of any federal, state, local or other taxes of any kind required by law to be withheld with respect to the granting (if a Section 83(b) Election is made) or vesting (if a Section 83(b) Election is not made) of the shares. If you do not make a Section 83(b) Election, you shall satisfy such tax withholding obligations by delivery to the Company, on each date on which shares vest, (i) cash or (ii) such number of shares that vest on such date as have a fair market value (calculated using the last reported sale price of the common stock of the Company on the NASDAQ Global Select Market on the trading date immediately prior to such vesting date) equal to the amount of the Company's withholding obligation; provided, however, that the total tax withholding cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). If payment is made by delivery of shares, such delivery of shares to the Company shall be deemed to happen automatically, without any action required on your part, and the Company is hereby authorized to take such actions as are necessary to effect such delivery of shares to the Company.

(f) *Acquisition.* In the event of an Acquisition (as defined below), (i) 50% of all unvested options granted to you to purchase the Company's common stock will vest immediately upon the date of the Acquisition, and the remaining unvested options granted to you will continue to vest according to their terms; and (ii) 50% of all restricted shares granted to you will vest immediately upon the date of Acquisition and the remaining unvested restricted shares will continue to vest according to their terms.

4. Employment Eligibility. In compliance with the Immigration Reform and Control Act of 1986, you are required to establish your identity and employment eligibility. Therefore, on your first day of employment you will be required to fill out an Employment Verification Form and present documents in accordance with this form.

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

(a) You will be entitled to three (3) weeks of vacation per year and such calculation will be ratable for 2013 based upon your Commencement Date. Unused vacation may be carried over each year during your employment or paid to you upon termination consistent with Company policy and limitations.

(b) You will be entitled to participate as an employee of the Company in all benefit plans, fringe benefits and perquisites generally provided to employees of the Company in accordance with Company policy as in effect from time to time. Company benefits currently include 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.

(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.

6. Confidentiality. The Company considers the protection of its confidential information, proprietary materials and goodwill to be very important. Therefore, as a condition of your employment and the Option and Restricted Share grants described above, you and the Company will become parties to a Confidentiality, Non-Competition and Assignment of Inventions Agreement ("Confidentiality Agreement"). A copy of the Confidentiality Agreement has been sent with this Agreement. Please print and sign two copies and return them to the Company prior to your Commencement Date.

7. Indemnity. As an executive of the Company, the Company will provide you with an Indemnity Agreement, a copy of which has been sent with this Agreement. Please print and sign two copies and return them to the Company prior to your Commencement Date.

8. Termination and Eligibility for Severance. Upon any termination of your employment (the "Date of Termination"), you will be paid (i) any and all earned and unpaid portion of your Base Salary 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 expense 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 8 are referred to as "Accrued Benefits." If the Company terminates your employment for Cause (as defined below) or you terminate your employment without Good Reason (as defined below), you will be entitled to receive only the Accrued Benefits.

If the Company terminates your employment *without* Cause, your employment terminates due to your death or Disability (as defined below), or you terminate your employment *with* Good Reason, then subject to the additional conditions of this Agreement, the Company will provide you (or your estate or successors or assigns, as the case may be) with the following severance and related post-termination benefits, to which you otherwise would not be entitled:

(a) The Company will pay you a lump sum payment equal to (i) twelve (12) months of your then-current Base Salary payable at the time of termination and (ii) 100% of your then-current Target Bonus; provided, however, that if your termination occurs in contemplation of, upon or after an Acquisition, the Company will pay you a lump sum payment equal to (y) eighteen (18) months of your then-current Base Salary payable at the time of termination and (z) 150% of your then-current Target Bonus.

(b) 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 your termination occurs in contemplation of, upon or after an Acquisition, the Company will continue to pay the Company's share of medical, dental and vision insurance premiums for you and your dependents for the eighteen (18) month period following the

termination of your employment. In any case, if, immediately prior to the termination of your employment you were required to contribute towards the cost of such 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 in order to receive such continued insurance coverage.

(c) Any options granted to you by the Company to purchase the Company's common stock that are unvested as of the Date of Termination and would have vested in the twelve (12) months following your termination will accelerate and immediately vest and become exercisable upon termination, and your options that are or become vested will remain outstanding and exercisable for the shorter of three (3) years following your Date of Termination or the original remaining life of such options; provided that if your termination occurs in contemplation of, upon or after an Acquisition, then all unvested options at that time will accelerate and immediately vest and become exercisable.

(d) Any restricted shares granted to you by the Company that are unvested as of the Date of Termination and that would vest during the twelve (12) months following your termination will accelerate and immediately vest upon termination, and such shares will be freely marketable; provided that if your termination occurs in contemplation of, upon or after an Acquisition, then all of your unvested restricted shares at that time will fully accelerate, immediately vest upon termination and be freely marketable.

(e) The Company's provision of the benefits described in Section 8(a), (b), (c) and (d) above shall be contingent upon (y) your execution and delivery of a release of all claims of any kind or nature in favor of the Company in a form to be provided by the Company (the "Release Agreement"), and on such Release Agreement becoming effective as a matter of law; and (z) your compliance and continuing compliance with the covenants in your Confidentiality Agreement. The payment described in Section 8(a) above shall be made promptly following the Company's receipt of the executed Release

Agreement and the expiration of any revocation period described in the Release Agreement. 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 8.

(f) 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. If you seek to terminate your employment for Good Reason, you must provide the Company with written notification specifying the basis for your claim of Good Reason, and the Company shall have ten (10) days following its receipt of such notice to cure the circumstance giving rise to Good Reason.

(g) All payments described above shall be made less applicable local, state and federal withholdings.

9. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "*Acquisition*" as used in this Agreement will mean any of the following: (A) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (other than the Company or its affiliates), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such person any securities acquired directly from the Company or you) representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities; (B) in the event that the individuals who as of the date hereof constitute the Board of Directors (the "Board"), and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least a

majority of the Board then still in office who either were members of the Board as of the date hereof or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority thereof; (C) the consummation of a merger or consolidation of the Company with or the sale of the Company to any other entity and, in connection with such merger, consolidation or sale, individuals who constitute the Board immediately prior to the time any agreement to effect such merger or consolidation is entered into fail for any reason to constitute at least a majority of the board of directors of the surviving/purchasing or acquiring entity following the consummation of such merger, consolidation or sale; (D) the stockholders of the Company approve a plan of complete liquidation of the Company; or (E) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets to an entity not controlled by the Company.

(b) "*Cause*" as used in this Agreement means the occurrence of any of the following: (1) gross negligence or willful misconduct by you in the performance of your duties that is likely to have a material adverse effect on the Company or its reputation; (2) your indictment for, formal admission to (including a plea of guilty or *non contendere* to), or conviction of (A) a felony, (B) a crime of moral turpitude, dishonesty, breach of trust or unethical business conduct, or (C) any crime involving the Company; (3) your commission of an act of fraud or dishonesty in the performance of your duties; (4) repeated failure by you to perform your duties, which are reasonably and in good faith requested in writing by the CEO; (5) material breach of this Agreement by you, which you do not cure within ten (10) days following receipt by you of written notice of such breach; or (6) material breach of any written agreement between you and the Company, including, without limitation, the Confidentiality Agreement, that you fail to remedy within ten (10) days following written notice from the Company.

(c) "*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.

(d) "*Good Reason*" means (1) a material breach of this Agreement by the Company, which breach is not cured by the Company within ten (10) days following receipt of written notice thereof from you; provided, however, that the Company may only utilize its cure right two (2) times hereunder; (2) the relocation of the Company's headquarters without your approval, such that the distance from your residence to the Company's headquarters is increased by more than forty (40) miles compared to the distance to the Company's current headquarters in Westford, Massachusetts; (3) a reduction in your then annual Base Salary without your approval; or (4) the assignment to you of a lower position in the organization in terms of your title, responsibility, authority or status without your approval.

10. Tax Implications of Termination Payments. Subject to this Section 10, any payments or benefits required to be provided under Section 8 shall be provided only after the date of your "separation from service" with the Company as defined under Section 409A of the U.S. Internal Revenue Code of 1986, as amended, and the guidance issued thereunder ("Section 409A"). The following rules shall apply with respect to distribution of the payments and benefits, if any, to be provided to you under Section 8:

(a) It is intended that each installment of the payments and benefits provided under Section 8 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 Section 8; and

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

(i) Each installment of the payments and benefits due under Section 8 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 8 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.

11. Section 409A of the Code. This Agreement is intended to comply with the provisions of Section 409A and this Agreement shall, to the extent practicable, be 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 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 of Directors nor its or their designees or agents shall be liable to you or any other person for any actions, decisions or determinations made in good faith.

12. Other Agreements. You represent and warrant to the Company that you are not bound by any agreement with a previous employer or other party which you would in any way violate by accepting employment with the Company or performing your duties as an employee of the Company. You further represent and warrant that, in the performance of your duties with the Company, you will not utilize or disclose any confidential information in breach of an agreement with a previous employer or any other party.

13. Assignment. 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.

14. General.

(a) *Entire Agreement; Modification*. This Agreement along with the other agreements and Plans referenced herein contain the entire agreement of the parties relating to the subject matter hereof,

and the parties hereto have made no agreements, representations or warranties relating to the subject matter of this Agreement that are not set forth otherwise herein (or in the other documents referenced herein). This Agreement, along with the other agreements and Plan referenced herein, supersede any and all prior agreements, written or oral, between you and the Company. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

(b) *Severable Provisions*. 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. Notwithstanding the foregoing, if there are any conflicts between the terms of this Agreement and the terms of any Plan document referred to in this Agreement, then the terms of this Agreement shall govern and control. Except as modified hereby, this Agreement shall remain unmodified and in full force and effect.

(c) *Governing Law*. 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 hereof.

(d) *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 14(d) has been included to resolve any disputes between them with respect to this Agreement, and that this Section 14(d) 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.

(e) *Notices*. 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 FedEx) or sent by certified, registered or express mail, postage

prepaid, to the Company at the following address: CEO, Sonus Networks, Inc., 4 Technology Park Drive, Westford, MA 01886, and to you at the most current home address in the Company's files. 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) *Counterparts*. 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.

You may accept this offer of employment and the terms and conditions thereof by confirming your acceptance in writing by October 25, 2013. Please send or deliver your signed letter to the Company, which execution will evidence your agreement with the terms and conditions set forth herein.

Mark, we are enthusiastic about your joining us, and believe that our technical and business goals will provide every opportunity for you to achieve your personal and professional objectives.

****

Very truly yours,

/s/ Raymond P. Dolan
Raymond P. Dolan
President and Chief Executive Officer

Accepted by:

/s/ Mark T. Greenquist	October 24, 2013
Mark T. Greenquist	Date

Exhibit 99.1

Sonus Appoints New Chief Financial Officer

Like Tweet Share

Mark T. Greenquist Joins Sonus to Drive Ongoing Financial Growth

For Immediate Release: October 29, 2013

WESTFORD, Mass. — Sonus Networks, Inc. (Nasdaq: SONS), a global leader in SIP communications, today announced the appointment of Mark T. Greenquist as chief financial officer, effective November 1, 2013. Greenquist brings more than 35 years of experience to Sonus, including extensive operational and financial experience with global publicly- and privately-held companies. Greenquist will report directly to Ray Dolan, president and chief executive officer of Sonus.

Greenquist was most recently CFO for Siemens Enterprise Communications Limited (recently rebranded to Unify), a global communications and software company with $2 billion in revenue and 10,000 employees. From 2007 until its acquisition by Ericsson in 2012, Greenquist served as President and CEO at Telcordia Technologies, Inc., a global leader in the development of mobile, broadband and enterprise software and services with $750 million in revenue and 2,600 employees. Greenquist also served as Senior Vice President and CFO at Telcordia Technologies, Inc. from 2005 to 2007 prior to his promotion to CEO.

Greenquist brings additional financial leadership experience from companies including Symbol Technologies Inc. and Agere Systems Inc. where he served as CFO as well as Delta Airlines Inc., Saab Automobile AB, GM Corporation and General Motors where he held a variety of financial leadership positions.

“Mark is extremely well qualified to serve as CFO,” said Ray Dolan, president and chief executive officer of Sonus. “His deep leadership experience will be a strong complement to our executive team and will be invaluable as we continue to drive our strategic and financial business transformation.”

Commenting on his appointment, Mr. Greenquist said, “Sonus has made tremendous progress under Ray’s leadership. I look forward to joining this talented team and contributing to the company’s next phase of growth.”

Greenquist earned his M.B.A. from Columbia University Graduate School of Business (Beta Gamma Sigma), and his B.A. in Economics from Dartmouth College (Magna Cum Laude).

Tags/Keywords:

Sonus, SONS, SBC SWe, software SBC, SBC, session border controller, SIP, SIP trunking services, media transcoding, Unified Communications, UC, SBC 5100, SBC 5200, Chief Financial Officer, CFO

About Sonus Networks:

Sonus helps the world’s leading communications service providers and enterprises embrace the next generation of SIP-based solutions including VoIP, video and Unified Communications through secure, reliable and scalable IP networks. With customers around the globe and 15 years of experience transforming networks to IP, Sonus has enabled service providers and enterprises to capture and retain users and generate significant ROI. Sonus products include session border controllers, policy/routing servers, subscriber feature servers and media and signaling gateways. Sonus products are supported by a global services team with experience in design, deployment and maintenance of some of the world’s largest and most complex IP networks. For more information, visit www.sonus.net or call 1-855-GO-SONUS.

Important Information Regarding Forward-Looking Statements:

The statements contained in this release and statements that Sonus may make orally in connection with this release that are not historical facts, are forward-looking statements. Actual results may differ materially from those projected in the forward-looking statements. These forward-looking statements involve risks and uncertainties and investors are directed to the risks discussed in documents filed by Sonus with the Securities and Exchange Commission.

Sonus Networks

Patti Leahy, +1-978-614-8440
pleahy@sonusnet.com

Exhibit 99.2

Sonus Networks Reports 2013 Third Quarter Results

Like Tweet Share

YTD SBC Product Revenue Up 39% over Prior Year
YTD SBC Total Revenue Up 44% over Prior Year

For Immediate Release: October 29, 2013

WESTFORD, Mass. — Sonus Networks, Inc. (Nasdaq: SONS), a global leader in SIP-based communications, today announced results for the third quarter ended September 27, 2013.

Third Quarter 2013 Highlights

- Total revenue was $68.1 million
- Total SBC revenue, including product, maintenance and services, was $29.3 million
- SBC product-only revenue was $21.3 million
- Enterprise revenue comprised 28% of total product revenue
- Channel sales comprised 27% of total product revenue
- GAAP loss per share was $0.01; non-GAAP diluted earnings per share was $0.01
- YTD SBC product revenue was $65.3 million, up 39% over prior year
- YTD Total SBC revenue was $88.3 million, up 44% over prior year
- The Company recently announced industry's first full-featured, unlimited scale software SBC

Revenue for the third quarter of 2013 was $68.1 million, compared to $69.2 million in the second quarter of 2013 and $57.0 million in the third quarter of 2012. The GAAP net loss for the third quarter of 2013 was $3.8 million, or $0.01 per share, compared to a GAAP net loss of $4.9 million, or $0.02 per share, in the second quarter of 2013 and a GAAP net loss of $15.6 million, or $0.06 per share, in the third quarter of 2012. Non-GAAP net income for the third quarter of 2013 was $2.8 million, or $0.01 per diluted share, compared to non-GAAP net income of $3.2 million, or $0.01 per diluted share, in the second quarter of 2013 and a non-GAAP net loss of $6.3 million, or $0.02 per share, in the third quarter of 2012.

2013 Fourth Quarter and Full Year Outlook

The Company's outlook is based on current indications for its business, which may change during the current quarter. Gross margin, operating expenses and EPS are presented on a non-GAAP basis. A reconciliation of the non-GAAP to GAAP outlook and a statement on the use of non-GAAP financial measures are included at the end of this press release.

Fourth Quarter 2013	**Guidance**
Total Revenue	$70 to $75 million
SBC Total Revenue	$34 to $38 million
SBC Product Revenue	$27 to $31 million
Gross Margin	64% to 64.5%
Operating Expenses	$39.5 to $40.5 million
Diluted EPS	$0.02
Cash & Investments	$265 to $270 million (before share repurchases)
Basic Shares	274 million
Diluted Shares	277 million

Full Year 2013	**Guidance**
Total Revenue	$270 to $275 million
SBC Total Revenue	$122 to $126 million
SBC Product Revenue	$92 to $96 million
Gross Margin	63.5%
Operating Expenses	$165 to $166 million
Diluted EPS	$0.02
Basic Shares	280 million
Diluted Shares	283 million

Software-based SBC

On October 9, 2013, the Company announced the Sonus SBC SWe (Software edition), the industry's first software-based Session Border Controller that delivers unlimited scalability with the same advanced features and functionality of hardware on a virtualized platform. Sonus is the only vendor on the market with a common, hardened code base across its hardware and software SBC portfolio, providing customers with holistic investment protection. Scalable from as few as 25 to an unlimited number of sessions, the SBC SWe is feature equivalent to Sonus' award-winning hardware-based Sonus SBC 5000

Series. The Sonus SBC SWe addresses service providers' requirements for network functions virtualization (NFV) and software-defined networking (SDN)-enabled SBC technology to scale Cloud-based delivery platforms.

Quote

"I am pleased with our progress growing revenue, expanding margins, and controlling costs. I am also very pleased with the progress we are making in becoming more strategic with our customers," said Ray Dolan, president and chief executive officer of Sonus. Dolan continued, "Sonus is delivering an industry leading roadmap. We strengthened our SBC leadership position with the recent launch of our software-based SBC which gives our customers a seamless migration path to NFV and software defined networking. Our leadership position was further validated recently by Gartner who recognized Sonus for the second straight year as a Leader in the Gartner Magic Quadrant for SBCs."

Stock Repurchase Plan

During the third quarter of 2013, the Company repurchased a total of 10.8 million shares (4% of shares outstanding) both through privately negotiated transactions and on the open market. The shares were repurchased at a weighted average price of $3.44 per share, totaling $37.1 million, in accordance with the stock repurchase plan authorized by the Board of Directors in July 2013. There were 273.3 million shares of the Company's common stock, $0.001 par value, outstanding as of September 27, 2013. Under the terms of the stock repurchase plan, the Company has authorization to repurchase up to an additional $62.9 million of common stock.

Cash & Investments

The Company ended the third quarter of 2013 with $267.5 million in cash and investments, which reflects the cash used for share repurchases during the quarter.   But for the share repurchases, cash and investments in the third quarter would have been $304.8 million, in line with the outlook provided by the Company on July 29, 2013 for the third quarter of 2013, prior to the commencement of the share repurchase program.

Restructuring

In August 2012, the Company initiated a plan to streamline operations and reduce operating costs, including a corporate-wide restructuring plan. In connection with this initiative, the Company recorded restructuring expense of $2.0 million for severance and related expenses in the third quarter of 2012 and $5.7 million in the fourth quarter of 2012. The Company recorded restructuring expense of $1.9 million and $1.7 million in the first and second quarters of 2013, respectively, in connection with this initiative, primarily for severance and related costs. The Company recorded restructuring expense of $1.2 million in the third quarter of 2013 for severance and related costs. The Company expects to record additional

restructuring expense in connection with this initiative of approximately $2 million in the fourth quarter of 2013 for severance and related costs.

Conference call details:
Date: October 29, 2013
Time: 4:45 p.m. (EDT)
Dial-in number: 800 755 1805
International Callers: +1 212 231 2930

Replay information:

A telephone playback of the call will be available following the conference call until November 12, 2013 and can be accessed by calling 800 633 8284 or +1 402 977 9140 for international callers. The reservation number for the replay is 21676159. A webcast replay of the conference call will also be available shortly following the conference call on the Company's Investor Relations website in the Events & Presentations — Archived Events section.

Tags:

Sonus Networks, Sonus, SONS, 2013 third quarter, earnings, results, IP-based network solutions, SBC, SBC 1000, SBC 2000, SBC 5100, SBC 5200, SBC 9000, SWe, software edition, software SBC, session border controller, VX series, session management, SIP trunking, Cloud VoIP communications, unified communications, UC, VoIP, IP, TDM.

About Sonus Networks

Sonus helps the world's leading communications service providers and enterprises embrace the next generation of SIP-based solutions including VoIP, video and Unified Communications through secure, reliable and scalable IP networks. With customers around the globe and over 15 years of experience transforming networks to IP, Sonus has enabled service providers to capture and retain users and both service providers and enterprises to generate significant ROI. Sonus products include session border controllers, policy/routing servers, subscriber feature servers and media and signaling gateways. Sonus products are supported by a global services team with experience in design, deployment and maintenance of some of the world's largest and most complex IP networks. For more information, visit www.sonus.net or call 1-855-GO-SONUS.

Important Information Regarding Forward-Looking Statements

The information in this release contains "forward-looking statements" within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, which are subject to a number of risks and uncertainties. All statements other than statements of historical facts contained in this release are forward-looking statements. Without limiting the foregoing, the words "anticipates", "believes", "could", "estimates", "expects", "expectations", "intends", "may", "plans", "seeks", "projects" and other similar language, whether in the negative or affirmative, are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

Examples of forward-looking statements include, but are not limited to, statements in the section "2013 Fourth Quarter and Full Year Outlook" and other statements regarding the following: plans, expectations, objectives, outlook, goals, strategies, future events or performance, trends, customer growth, operational

performance and costs, liquidity and financial positions, estimated expenditures and investments, estimated purchases under the Company's stock repurchase plan other statements that are other than statements of historical facts. Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. They are neither statements of historical fact nor guarantees or assurances of future performance. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including, but not limited to, the timing of our recognition of revenues; economic conditions; our ability to recruit and retain key personnel; difficulties supporting our strategic focus on channel sales; difficulties retaining and expanding our customer base; difficulties leveraging market opportunities; the impact of restructuring activities; our ability to realize benefits from acquisitions; litigation; actions taken by significant stockholders; difficulties providing solutions that meet the needs of customers; market acceptance of our products and services; rapid technological and market change; our ability to protect our intellectual property rights; our ability to maintain partner, reseller, distribution and vendor support and supply relationships; higher risks in international operations and markets; the impact of increased competition; currency fluctuations; changes in the market price of our common stock; and/or failure or circumvention of our controls and procedures. Important factors that could cause actual results to differ materially from those in these forward-looking statements are discussed in Part I, Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations", Part I, Item 3 "Quantitative and Qualitative Disclosures About Market Risk" and Part II, Item 1A "Risk Factors" in the Company's most recent Quarterly Report on Form 10-Q. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law. We therefore caution you against relying on any of these forward-looking statements, which speak only as of the date made.

Sonus is a registered trademark of Sonus Networks, Inc. All other company and product names may be trademarks of the respective companies with which they are associated.

Discussion of Non-GAAP Financial Measures

Sonus management uses a number of different financial measures, both GAAP and non-GAAP, in analyzing and assessing the overall performance of the business, making operating decisions, planning and forecasting future periods, and determining payments under compensation programs. Our annual financial plan is prepared both on a GAAP and non-GAAP basis, and the non-GAAP annual financial plan is approved by our board of directors. Continuous budgeting and forecasting for revenue and expenses are conducted on a non-GAAP basis (in addition to GAAP) and actual results on a non-GAAP basis are assessed against the annual financial plan. We consider the use of non-GAAP financial measures helpful in assessing the core performance of our continuing operations and liquidity, and when planning and forecasting future periods. By continuing operations we mean the ongoing results of the business excluding certain costs, including, but not limited to: stock-based compensation, restructuring, write-off of prepaid royalties, write-off of intangible assets, acquisition-related costs, amortization of intangible assets and depreciation expense related to the fair value write-up of acquired property and equipment. We also consider the use of non-GAAP earnings per share helpful in assessing the performance of the continuing operations of our business. While our management uses these non-GAAP financial measures as a tool to enhance their understanding of certain aspects of our financial performance, our management does not consider these measures to be a substitute for, or superior to, GAAP measures. In addition, our presentations of these measures may not be comparable to similarly titled measures used by other companies. These non-GAAP financial measures should not be considered alternatives for, or in isolation from, the financial information prepared and presented in accordance with GAAP.

Investors are cautioned that there are material limitations associated with the use of non-GAAP financial measures as an analytical tool. In particular, many of the adjustments to Sonus' financial measures reflect the exclusion of items that are recurring and will be reflected in our financial results for the foreseeable future.

Stock-based compensation is different from other forms of compensation, as it is a non-cash expense. For example, a cash salary generally has a fixed and unvarying cash cost. In contrast, the expense associated with an equity-based award is generally unrelated to the amount of cash ultimately received by the employee, and the cost to us is based on a stock-based compensation valuation methodology and underlying assumptions that may vary over time. We believe that excluding non-cash stock-based compensation expense from our operating results facilitates the ability of readers of our financial statements to compare our financial results to our historical operating results and to other companies in our industry.

We exclude the amortization of acquired intangible assets from non-GAAP expense and income measures. These amortization amounts are inconsistent in frequency and amount and are significantly impacted by the timing and size of acquisitions. Although we exclude amortization of acquired intangible assets from our non-GAAP expenses, we believe that it is important for investors to understand that intangible assets contribute to revenue generation. We believe that excluding the non-cash amortization of intangible assets facilitates the comparison of our financial results to our historical operating results and to other companies in our industry as if the acquired intangible assets had been developed internally rather than acquired.

In the second quarter of 2013 we recorded $0.6 million of expense for the write-off of an intellectual property intangible asset which we determined was impaired as of June 28, 2013. We believe that excluding the impairment of intangible assets facilitates the comparison of our financial results to our historical operating results and to other companies in our industry.

As part of the assessment of the assets acquired and liabilities assumed in connection with the NET acquisition, we were required to increase the aggregate fair value of acquired property and equipment by $2.0 million. The acquired property and equipment is being depreciated over a weighted average useful life of approximately 2.5 years. We believe that excluding the incremental depreciation expense resulting from the fair value write-up of this acquired property and equipment in 2012 facilitates the comparison of our operating results to our historical results and to other companies in our industry.

We consider certain transition, integration and other acquisition-related costs to be unpredictable and dependent on a significant number of factors that may be outside of our control. We do not consider these acquisition-related costs to be related to the continuing operations of the acquired business or the Company. In addition, the size, complexity and/or volume of an acquisition, which often drives the magnitude of acquisition-related costs, may not be indicative of such future costs. We believe that excluding acquisition-related costs facilitates the comparison of our financial results to our historical operating results and to other companies in our industry.

We recorded $1.9 million, $1.7 million and $1.2 million of restructuring expense in the first, second and third quarters of 2013, respectively, and $2.0 million of restructuring expense in the third quarter of 2012. We believe that excluding restructuring expense facilitates the comparison of our financial results to our historical operating results and to other companies in our industry.

We believe that providing non-GAAP information to investors, in addition to the GAAP presentation, will allow investors to view the financial results in the way management views the operating results. We

further believe that providing this information helps investors to better understand our financial performance and evaluate the efficacy of the methodology and information used by our management to evaluate and measure such performance.

For more information:

Patti Leahy
978-614-8440
pleahy@sonusnet.com

# # #

SONUS NETWORKS, INC.
Condensed Consolidated Statements of Operations
(in thousands, except percentages and per share amounts)
(unaudited)

	Three months ended		
	September 27, 2013	June 28, 2013	September 28, 2012
Revenue:			
Product	$ 40,712	$ 42,939	$ 33,520
Service	27,387	26,254	23,529
Total revenue	68,099	69,193	57,049
Cost of revenue:			
Product	15,415	13,534	11,768
Service	10,420	11,651	12,839
Total cost of revenue	25,835	25,185	24,607
Gross profit	42,264	44,008	32,442
Gross margin:			
Product	62.1%	68.5%	64.9%
Service	62.0%	55.6%	45.4%
Total gross margin	62.1%	63.6%	56.9%
Operating expenses:			
Research and development	16,566	18,019	15,612
Sales and marketing	18,291	19,191	17,613
General and administrative	9,178	9,733	7,939
Acquisition-related	—	—	4,090
Restructuring	1,140	1,698	1,992
Total operating expenses	45,175	48,641	47,246
Loss from operations	(2,911)	(4,633)	(14,804)
Interest income, net	61	90	20
Other income (expense), net	(1)	3	(2)
Loss before income taxes	(2,851)	(4,540)	(14,786)
Income tax provision	(922)	(330)	(833)
Net loss	$ (3,773)	$ (4,870)	$ (15,619)
Loss per share:			
Basic	$ (0.01)	$ (0.02)	$ (0.06)
Diluted	$ (0.01)	$ (0.02)	$ (0.06)
Shares used to compute loss per share:			
Basic	279,209	282,389	280,145
Diluted	279,209	282,389	280,145

SONUS NETWORKS, INC.
Condensed Consolidated Statements of Operations
(in thousands, except percentages and per share amounts)
(unaudited)

	Nine months ended	
	September 27, 2013	September 28, 2012
Revenue:		
Product	$ 121,447	$ 107,517
Service	79,133	71,481
Total revenue	200,580	178,998
Cost of revenue:		
Product	42,844	31,988
Service	33,662	40,019
Total cost of revenue	76,506	72,007
Gross profit	124,074	106,991
Gross margin:		
Product	64.7%	70.2%
Service	57.5%	44.0%
Total gross margin	61.9%	59.8%
Operating expenses:		
Research and development	52,086	51,094
Sales and marketing	58,596	56,339
General and administrative	29,621	25,302
Acquisition-related	—	5,057
Restructuring	4,787	1,992
Total operating expenses	145,090	139,784
Loss from operations	(21,016)	(32,793)
Interest income, net	289	457
Other income (expense), net	2	(2)
Loss before income taxes	(20,725)	(32,338)
Income tax provision	(1,666)	(1,444)
Net loss	$ (22,391)	$ (33,782)
Loss per share:		
Basic	$ (0.08)	$ (0.12)
Diluted	$ (0.08)	$ (0.12)
Shares used to compute loss per share:		
Basic	281,041	279,854
Diluted	281,041	279,854

SONUS NETWORKS, INC.
Condensed Consolidated Balance Sheets
(in thousands)
(unaudited)

	September 27, 2013	December 31, 2012
Assets		
Current assets:		
Cash and cash equivalents	$ 72,385	$ 88,004
Marketable securities	128,177	161,905
Accounts receivable, net	52,479	68,728
Inventory	22,058	25,614
Deferred income taxes	632	686
Other current assets	14,450	16,520
Total current assets	290,181	361,457
Property and equipment, net	18,756	23,767
Intangible assets, net	11,177	15,237

Goodwill	32,379	32,379
Investments	66,889	29,698
Deferred income taxes	954	1,011
Other assets	7,616	7,191
	$ 427,952	$ 470,740
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 16,001	$ 10,643
Accrued expenses	25,967	26,212
Current portion of deferred revenue	36,556	37,094
Current portion of long-term liabilities	572	763
Total current liabilities	79,096	74,712
Deferred revenue	10,322	11,647
Deferred income taxes	790	249
Convertible subordinated note	2,380	2,380
Other long-term liabilities	4,689	5,706
Total liabilities	97,277	94,694
Commitments and contingencies		
Stockholders equity:		
Common stock	273	281
Additional paid-in capital	1,299,029	1,321,385
Accumulated deficit	(974,764)	(952,373)
Accumulated other comprehensive income	6,137	6,753
Total stockholders' equity	330,675	376,046
	$ 427,952	$ 470,740

SONUS NETWORKS, INC.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Nine months ended	
	September 27, 2013	September 28, 2012
Cash flows from operating activities:		
Net loss	$ (22,391)	$ (33,782)
Adjustments to reconcile net loss to cash flows provided by (used in) operating activities:		
Depreciation and amortization of property and equipment	9,591	9,081
Amortization of intangible assets	3,460	904
Impairment of intangible assets	600	—
Stock-based compensation	13,137	6,540
Loss on disposal of property and equipment	23	23
Deferred income taxes	541	—
Changes in operating assets and liabilities:		
Accounts receivable	15,744	13,020
Inventory	3,294	(3,868)
Other operating assets	5,126	(4,998)
Accounts payable	5,134	(1,753)
Accrued expenses and other long-term liabilities	(2,061)	(3,625)
Deferred revenue	(1,664)	(9,624)
Net cash provided by (used in) operating activities	30,534	(28,082)
Cash flows from investing activities:		
Purchases of property and equipment	(4,498)	(7,792)
Business acquisition, net of cash acquired	—	(35,508)
Purchases of marketable securities	(182,534)	(139,917)
Sale/maturities of marketable securities	175,887	200,380
Net cash (used in) provided by investing activities	(11,145)	17,163
Cash flows from financing activities:		
Proceeds from sale of common stock in connection with employee stock purchase plan	1,888	1,693
Proceeds from exercise of stock options	2,393	151
Payment of tax withholding obligations related to net share settlements of restricted stock awards	(1,240)	(169)
Repurchase of common stock	(37,340)	—
Principal payments of capital lease obligations	(91)	(87)
Settlement of redeemable convertible subordinated debentures	—	(23,704)
Net cash used in financing activities	(34,390)	(22,116)
Effect of exchange rate changes on cash and cash equivalents	(618)	192

Net decrease in cash and cash equivalents	(15,619)	(32,843)
Cash and cash equivalents, beginning of year	88,004	105,451
Cash and cash equivalents, end of period	$ 72,385	$ 72,608

SONUS NETWORKS, INC.
Supplemental Information
(In thousands)
(unaudited)

The following tables provide the details of stock-based compensation, amortization of intangible assets, impairment of intangible assets and depreciation expense on the fair value write-up of acquired property and equipment included in the Company's Condensed Consolidated Statements of Operations and the line items in which these amounts are reported.

	Three months ended		
	September 27, 2013	June 28, 2013	September 28, 2012
Stock-based compensation			
Cost of revenue - product	$ 46	$ 30	$ 41
Cost of revenue - service	299	252	211
Cost of revenue	345	282	252
Research and development expense	903	820	524
Sales and marketing expense	1,313	1,219	500
General and administrative expense	1,812	2,219	1,124
Operating expense	4,028	4,258	2,148
Total stock-based compensation	$ 4,373	$ 4,540	$ 2,400
Amortization of intangible assets			
Cost of revenue - product	$ 561	$ 560	$ 428
Research and development	—	100	100
Sales and marketing	526	526	176
Operating expense	526	626	276
Total amortization of intangible assets	$ 1,087	$ 1,186	$ 704
Impairment of intangible assets			
Research and development	$ —	$ 600	$ —
Depreciation expense - fair value write-up of acquired property and equipment			
Cost of revenue - product	$ —	$ —	$ 11
Cost of revenue - service	—	—	22
Cost of revenue	—	—	33
Research and development expense	—	—	89
Sales and marketing expense	—	—	19
General and administrative expense	—	—	24
Operating expense	—	—	132
Total depreciation expense - fair value write-up of acquired property and equipment	$ —	$ —	$ 165

SONUS NETWORKS, INC.
Supplemental Information
(In thousands)
(unaudited)

The following tables provide the details of stock-based compensation, amortization of intangible assets, impairment of intangible assets and depreciation expense on the fair value write-up of acquired property and equipment included in the Company's Condensed Consolidated Statements of Operations and the line items in which these amounts are reported.

	Nine months ended	
	September 27, 2013	September 28, 2012
Stock-based compensation		
Cost of revenue - product	$ 128	$ 130
Cost of revenue - service	761	595
Cost of revenue	889	725

Research and development expense	2,402	1,773
Sales and marketing expense	3,631	1,458
General and administrative expense	6,215	2,584
Operating expense	12,248	5,815
Total stock-based compensation	$ 13,137	$ 6,540
Amortization of intangible assets		
Cost of revenue - product	$ 1,682	$ 428
Research and development	200	300
Sales and marketing	1,578	176
Operating expense	1,778	476
Total amortization of intangible assets	$ 3,460	$ 904
Impairment of intangible assets		
Research and development	$ 600	$ —
Depreciation expense - fair value write-up of acquired property and equipment		
Cost of revenue - product	$ —	$ 11
Cost of revenue - service	—	22
Cost of revenue	—	33
Research and development expense	—	89
Sales and marketing expense	—	19
General and administrative expense	—	24
Operating expense	—	132
Total depreciation expense - fair value write-up of acquired property and equipment	$ —	$ 165

SONUS NETWORKS, INC.
Reconciliation of Non-GAAP and GAAP Financial Measures - Historical
(in thousands, except percentages and per share amounts)
(unaudited)

	Three months ended		
	September 27, 2013	**June 28, 2013**	**September 28, 2012**
GAAP gross margin - product	62.1%	68.5%	64.9%
Stock-based compensation expense	0.1%	0.1%	0.1%
Amortization of intangible assets	1.4%	1.3%	1.3%
Depreciation expense - fair value write-up of acquired property and equipment	0.0%	0.0%	0.0%
Non-GAAP gross margin - product	63.6%	69.9%	66.3%
GAAP gross margin - service	62.0%	55.6%	45.4%
Stock-based compensation expense	1.0%	1.0%	0.9%
Depreciation expense - fair value write-up of acquired property and equipment	0.0%	0.0%	0.1%
Non-GAAP gross margin - service	63.0%	56.6%	46.4%
GAAP total gross margin	62.1%	63.6%	56.9%
Stock-based compensation expense % of revenue	0.5%	0.4%	0.4%
Amortization of intangible assets % of revenue	0.8%	0.8%	0.8%
Depreciation expense - fair value write-up of acquired property and equipment	0.0%	0.0%	0.0%
Non-GAAP total gross margin	63.4%	64.8%	58.1%
GAAP total gross profit	$ 42,264	$ 44,008	$ 32,442
Stock-based compensation expense	345	282	252
Amortization of intangible assets	561	560	428
Depreciation expense - fair value write-up of acquired property and equipment	—	—	33
Non-GAAP total gross profit	$ 43,170	$ 44,850	$ 33,155
GAAP research and development expense	$ 16,566	$ 18,019	$ 15,612
Stock-based compensation expense	(903)	(820)	(524)
Amortization of intangible assets	—	(100)	(100)
Impairment of intangible assets	—	(600)	—
Depreciation expense - fair value write-up of acquired property and equipment	—	—	(89)
Non-GAAP research and development expense	$ 15,663	$ 16,499	$ 14,899

GAAP sales and marketing expense	$ 18,291	$ 19,191	$ 17,613
Stock-based compensation expense	(1,313)	(1,219)	(500)
Amortization of intangible assets	(526)	(526)	(176)
Depreciation expense - fair value write-up of acquired property and equipment	—	—	(19)
Non-GAAP sales and marketing expense	$ 16,452	$ 17,446	$ 16,918
GAAP general and administrative expense	$ 9,178	$ 9,733	$ 7,939
Stock-based compensation expense	(1,812)	(2,219)	(1,124)
Depreciation expense - fair value write-up of acquired property and equipment	—	—	(24)
Non-GAAP general and administrative expense	$ 7,366	$ 7,514	$ 6,791
GAAP operating expenses	$ 45,175	$ 48,641	$ 47,246
Stock-based compensation expense	(4,028)	(4,258)	(2,148)
Amortization of intangible assets	(526)	(626)	(276)
Impairment of intangible assets	—	(600)	—
Depreciation expense - fair value write-up of acquired property and equipment	—	—	(132)
Acquisition-related expense	—	—	(4,090)
Restructuring	(1,140)	(1,698)	(1,992)
Non-GAAP operating expenses	$ 39,481	$ 41,459	$ 38,608
GAAP loss from operations	$ (2,911)	$ (4,633)	$ (14,804)
Stock-based compensation expense	4,373	4,540	2,400
Amortization of intangible assets	1,087	1,186	704
Impairment of intangible assets	—	600	—
Depreciation expense - fair value write-up of acquired property and equipment	—	—	165
Acquisition-related expense	—	—	4,090
Restructuring	1,140	1,698	1,992
Non-GAAP (loss) income from operations	$ 3,689	$ 3,391	$ (5,453)
GAAP net loss	$ (3,773)	$ (4,870)	$ (15,619)
Stock-based compensation expense	4,373	4,540	2,400
Amortization of intangible assets	1,087	1,186	704
Impairment of intangible assets	—	600	—
Depreciation expense - fair value write-up of acquired property and equipment	—	—	165
Acquisition-related expense	—	—	4,090
Restructuring	1,140	1,698	1,992
Non-GAAP net income (loss)	$ 2,827	$ 3,154	$ (6,268)
Diluted earnings per share or (loss) per share			
GAAP	$ (0.01)	$ (0.02)	$ (0.06)
Non-GAAP	$ 0.01	$ 0.01	$ (0.02)
Shares used to compute diluted earnings per share or (loss) per share			
GAAP shares used to compute (loss) per share	279,209	282,389	280,145
Non-GAAP shares used to compute diluted earnings per share or (loss) per share	282,517	284,298	280,145

SONUS NETWORKS, INC.
Reconciliation of Non-GAAP and GAAP Financial Measures - Historical
(in thousands, except percentages and per share amounts)
(unaudited)

	Nine months ended	
	September 27, 2013	September 28, 2012
GAAP gross margin - product	64.7%	70.2%
Stock-based compensation expense	0.1%	0.1%
Amortization of intangible assets	1.4%	0.5%
Depreciation expense - fair value write-up of acquired property and equipment	0.0%	0.0%
Non-GAAP gross margin - product	66.2%	70.8%
GAAP gross margin - service	57.5%	44.0%
Stock-based compensation expense	0.9%	0.9%
Depreciation expense - fair value write-up of acquired property and equipment	0.0%	0.0%
Non-GAAP gross margin - service	58.4%	44.9%
GAAP total gross margin	61.9%	59.8%
Stock-based compensation expense % of revenue	0.4%	0.4%
Amortization of intangible assets % of revenue	0.8%	0.2%
Depreciation expense - fair value write-up of acquired property and equipment	0.0%	0.0%
Non-GAAP total gross margin	63.1%	60.4%

GAAP total gross profit	$	124,074	$	106,991
Stock-based compensation expense		889		725
Amortization of intangible assets		1,682		428
Depreciation expense - fair value write-up of acquired property and equipment		—		33
Non-GAAP total gross profit	$	126,645	$	108,177
GAAP research and development expense	$	52,086	$	51,094
Stock-based compensation expense		(2,402)		(1,773)
Amortization of intangible assets		(200)		(300)
Impairment of intangible assets		(600)		—
Depreciation expense - fair value write-up of acquired property and equipment		—		(89)
Non-GAAP research and development expense	$	48,884	$	48,932
GAAP sales and marketing expense	$	58,596	$	56,339
Stock-based compensation expense		(3,631)		(1,458)
Amortization of intangible assets		(1,578)		(176)
Depreciation expense - fair value write-up of acquired property and equipment		—		(19)
Non-GAAP sales and marketing expense	$	53,387	$	54,686
GAAP general and administrative expense	$	29,621	$	25,302
Stock-based compensation expense		(6,215)		(2,584)
Depreciation expense - fair value write-up of acquired property and equipment		—		(24)
Non-GAAP general and administrative expense	$	23,406	$	22,694
GAAP operating expenses	$	145,090	$	139,784
Stock-based compensation expense		(12,248)		(5,815)
Amortization of intangible assets		(1,778)		(476)
Impairment of intangible assets		(600)		—
Depreciation expense - fair value write-up of acquired property and equipment		—		(132)
Acquisition-related expense		—		(5,057)
Restructuring		(4,787)		(1,992)
Non-GAAP operating expenses	$	125,677	$	126,312
GAAP loss from operations	$	(21,016)	$	(32,793)
Stock-based compensation expense		13,137		6,540
Amortization of intangible assets		3,460		904
Impairment of intangible assets		600		—
Depreciation expense - fair value write-up of acquired property and equipment		—		165
Acquisition-related expense		—		5,057
Restructuring		4,787		1,992
Non-GAAP (loss) income from operations	$	968	$	(18,135)
GAAP net loss	$	(22,391)	$	(33,782)
Stock-based compensation expense		13,137		6,540
Amortization of intangible assets		3,460		904
Impairment of intangible assets		600		—
Depreciation expense - fair value write-up of acquired property and equipment		—		165
Acquisition-related expense		—		5,057
Restructuring		4,787		1,992
Non-GAAP net income (loss)	$	(407)	$	(19,124)
Diluted earnings per share or (loss) per share				
GAAP	$	(0.08)	$	(0.12)
Non-GAAP	$	—	$	(0.07)
Shares used to compute diluted earnings per share or (loss) per share				
GAAP shares used to compute (loss) per share		281,041		279,854
Non-GAAP shares used to compute diluted earnings per share or (loss) per share		281,041		279,854

SONUS NETWORKS, INC.
Reconciliation of Non-GAAP and GAAP Financial Measures - Outlook
(in millions, except percentages and per share amounts)
(unaudited)

	Three months ended December 31, 2013				Year ended December 31, 2013			
	Range				Range			
Revenue	$	70	$	75	$	270	$	275
Gross margin								

GAAP outlook	62.8%	63.2%	62.2%	62.3%
Stock-based compensation	0.4%	0.4%	0.4%	0.4%
Amortization of intangible assets	0.8%	0.9%	0.9%	0.8%
Non-GAAP outlook	64.0%	64.5%	63.5%	63.5%
Operating expenses				
GAAP outlook	$ 46.3	$ 47.3	$ 191.2	$ 192.2
Stock-based compensation	(4.3)	(4.3)	(16.5)	(16.5)
Amortization of intangible assets	(0.5)	(0.5)	(2.3)	(2.3)
Impairment of intangible assets	—	—	(0.6)	(0.6)
Restructuring	(2.0)	(2.0)	(6.8)	(6.8)
Non-GAAP outlook	$ 39.5	$ 40.5	$ 165.0	$ 166.0
Earnings (loss) per share				
GAAP outlook	$ (0.01)	$ (0.01)	$ (0.09)	$ (0.09)
Stock-based compensation expense	0.02	0.02	0.06	0.06
Amortization of intangible assets	*	*	0.02	0.02
Impairment of intangible assets	—	—	*	*
Restructuring	0.01	0.01	0.03	0.03
Non-GAAP outlook	$ 0.02	$ 0.02	$ 0.02	$ 0.02

***** Less than $0.01 impact on earnings per share.

Exhibit 99.3

Sonus Networks, Inc.
Supplementary Financial and Operational Data

$(000s)	Q313	Q213	Q113	FY12	Q412	Q312	Q212	Q112	FY11	Q411	Q311	Q211	Q111
Revenue													
Product	40,712	42,939	37,796	153,326	45,809	33,520	32,586	41,411	154,373	47,082	41,892	29,446	35,953
Services	27,387	26,254	25,492	100,808	29,327	23,529	25,024	22,928	105,323	27,190	24,461	22,326	31,346
Total Revenue	**68,099**	**69,193**	**63,288**	**254,134**	**75,136**	**57,049**	**57,610**	**64,339**	**259,696**	**74,272**	**66,353**	**51,772**	**67,299**
SBC Revenue													
Product	21,311	20,449	23,510	67,641	20,573	20,394	13,523	13,151	37,866	17,466	10,398	7,671	2,332
SBC as % Total Product Revenue	***52%***	***48%***	***62%***	***44%***	***45%***	***61%***	***41%***	***32%***	***25%***	***37%***	***25%***	***26%***	***6%***
Services	8,030	8,559	6,465	19,945	5,516	5,051	5,566	3,812	14,110	5,009	3,466	3,145	2,490
SBC Revenue	**29,341**	**29,008**	**29,975**	**87,586**	**26,089**	**25,445**	**19,089**	**16,963**	**51,976**	**22,475**	**13,864**	**10,816**	**4,822**
SBC as % Total Revenue	***43%***	***42%***	***47%***	***34%***	***35%***	***45%***	***33%***	***26%***	***20%***	***30%***	***21%***	***21%***	***7%***
% of Total Revenue	**Q313**	**Q213**	**Q113**	**FY12**	**Q412**	**Q312**	**Q212**	**Q112**	**FY11**	**Q411**	**Q311**	**Q211**	**Q111**
Revenue													
Product	60%	62%	60%	60%	61%	59%	57%	64%	59%	63%	63%	57%	53%
Services	40%	38%	40%	40%	39%	41%	43%	36%	41%	37%	37%	43%	47%
SBC Revenue													
Product	73%	70%	78%	77%	79%	80%	71%	78%	73%	78%	75%	71%	48%
Services	27%	30%	22%	23%	21%	20%	29%	22%	27%	22%	25%	29%	52%
Revenue by Geography													
Domestic	66%	74%	69%	68%	51%	76%	73%	75%	60%	67%	64%	78%	36%
International	34%	26%	31%	32%	49%	24%	27%	25%	40%	33%	36%	22%	64%
% of Product Revenue	**Q313**	**Q213**	**Q113**	**FY12**	**Q412**	**Q312**	**Q212**	**Q112**	**FY11**	**Q411**	**Q311**	**Q211**	**Q111**
Revenue by Channel													
Direct	73%	84%	83%	*	*	*	*	*	*	*	*	*	*
Indirect	27%	16%	17%	*	*	*	*	*	*	*	*	*	*
Operating Statistics	**Q313**	**Q213**	**Q113**	**FY12**	**Q412**	**Q312**	**Q212**	**Q112**	**FY11**	**Q411**	**Q311**	**Q211**	**Q111**
10% Customers													
Number of 10% customers	1	2	2	1	1	1	1	3	2	3	1	2	1
Name of 10% customers	AT&T	AT&T Verizon	US Gov't AT&T	AT&T	SoftBank	Level 3	AT&T	AT&T Verizon SoftBank	BTC AT&T	CenturyLink SoftBank Verizon	AT&T	AT&T CenturyLink	BAH Tel
Top 5 Customers as % of Revenue	**36%**	**47%**	**50%**	**48%**	**45%**	**41%**	**54%**	**66%**	**43%**	**55%**	**52%**	**46%**	**72%**
Number of Total Customers**	**560**	**539**	**541**		**504**	**403**	**123**	**117**		**115**	**107**	**98**	**103**
Number of New Customers**	**171**	**190**	**163**	**230**	**180**	**40**	**6**	**4**	**21**	**12**	**8**	**0**	**1**
$(000s)	**Q313**	**Q213**	**Q113**	**FY12**	**Q412**	**Q312**	**Q212**	**Q112**	**FY11**	**Q411**	**Q311**	**Q211**	**Q111**
Number of New Customers** with SBC Content	131	161	138	*	130	*	*	*	*	*	*	*	*

* Not historically provided.
**Customer Count reflects end customer and excludes customers with maintenance only revenue of less than $5k on a quarterly basis.