

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported)

October 3, 2008

SONUS NETWORKS, INC.

(Exact Name of Registrant as Specified in its Charter)

DELAWARE

(State or Other Jurisdiction
of Incorporation)

000-30229

(Commission File Number)

04-3387074

(IRS Employer
Identification No.)

7 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):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

On October 3, 2008, the Compensation Committee of the Board of Directors of Sonus Networks, Inc. (the "Company") approved a severance and retention program and agreement for executive officers of the Company, including the principal financial officer and other named executive officers of the Company (each an "Executive").

The severance program and agreement provide for post-termination benefits in the event an Executive's employment is terminated by the Company without Cause (as defined in the agreement) or is terminated by the Executive for Good Reason (as defined in the agreement). The post-termination benefits include: (1) a lump sum payment equal to the Executive's annual base salary and target bonus; (2) continuation of payment of the Company's share of benefits for 12 months; (3) payment of unreimbursed expenses and any accrued but unused vacation pay; (4) 12-months forward vesting of unvested options; and (5) complete vesting of unvested restricted stock.

Pursuant to the program and agreement, the Company will grant each Executive: (1) certain restricted shares of the Company's common stock \$0.001 par value per share ("Restricted Stock") under the Company's 2007 Stock Incentive Plan (the "Plan"), subject to the terms of the Plan and the Company's restricted stock agreement, which Restricted Stock shall vest 25% on September 15, 2009, 25% on September 15, 2010 and 50% on September 15, 2011 subject to continued employment at the Company by the Executive; and (2) additional Restricted Stock upon the achievement of certain performance metrics for the 2010, 2011 and 2012 fiscal years as determined by the Compensation Committee of the Board of Directors ("Performance Stock"), with the Executive eligible to be granted 1/3 of such Performance Stock during each of such fiscal years, and when issued, such Performance Stock shall be fully vested on the date of grant.

In the event of a change in control (as defined in the agreement), 100% of all Restricted Stock granted to an Executive shall accelerate and become fully vested and any and all restrictions on such Restricted Stock shall be terminated.

The number of shares granted, or eligible for granting, as applicable, to each Executive is set forth as follows:

Name	Title	Restricted Stock	Performance Stock
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Matthew Dillon	Vice President Global Services	133,000	66,000
Richard J. Gaynor	Chief Financial Officer	200,000	100,000
Mohammed Shanableh	Vice President of Worldwide Sales	133,000	66,000

The agreement also contains other standard terms and conditions.

The foregoing summary is qualified in its entirety by reference to the Executive Severance and Arbitration Agreements, copies of which are attached as Exhibits 10.2, 10.3 and 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

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Item 9.01. Financial Statements and Exhibits.

- (d) Exhibits
- 10.1 2007 Stock Incentive Plan (incorporated by reference from the Company's Schedule 14A (File No. 000-30229), filed October 9, 2007 with the United States Securities and Exchange Commission).
 - 10.2 Executive Severance and Arbitration Agreement between Sonus Networks, Inc. and Matthew Dillon signed on October 7, 2008.
 - 10.3 Executive Severance and Arbitration Agreement between Sonus Networks, Inc. and Richard J. Gaynor signed on October 7, 2008.
 - 10.4 Executive Severance and Arbitration Agreement between Sonus Networks, Inc. and Mohammed Shanableh signed on October 7, 2008.

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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 8, 2008

SONUS NETWORKS, INC.

By:

/s/ Richard J. Gaynor
Richard J. Gaynor
Chief Financial Officer

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Exhibit Index

- 10.1 2007 Stock Incentive Plan (incorporated by reference from the Company's Schedule 14A (File No. 000-30229), filed October 9, 2007 with the United States Securities and Exchange Commission).
- 10.2 Executive Severance and Arbitration Agreement between Sonus Networks, Inc. and Matthew Dillon signed on October 7, 2008.
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- 10.4 Executive Severance and Arbitration Agreement between Sonus Networks, Inc. and Mohammed Shanableh signed on October 7, 2008.

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Sonus Networks, Inc.

7 Technology Park Drive, Westford, MA 01886

October 2, 2008

Matthew Dillon

Re: Executive Severance and Arbitration Agreement

Dear Matt:

I am pleased to provide you this letter (the "*Agreement*") pertaining to your relationship with Sonus Networks, Inc. (the "*Company*").

1. **Position.** You currently serve as the Company's Vice President of Services and report directly to the Chief Executive Officer. As a full-time employee of the Company, you are expected to devote all of your business time and energies to the business and affairs of the Company.
2. **Nature of Relationship.** Your employment is not for any specified period of time. Employment at Sonus Networks, Inc. is "at will" and either you or the Company may terminate the employment relationship at any time and for any reason or no reason upon written notice as described in Section 6 below.
3. **Restricted Stock Grant.** On November 15, 2008 (the "*Grant Date*"), the Company will grant you 133,000 shares of the Company's common stock \$0.001 par value per share ("*Restricted Shares*"), under the Company's 2007 Stock Plan, subject to the terms of the Company's 2007 Stock Plan and the Company's restricted stock agreement which shall reflect the terms of this Agreement. Provided that you continue in employment with the Company, the Restricted Shares shall vest as follows: (a) 25% of the Restricted Shares (33,250 Restricted Shares) shall vest on September 15, 2009, (b) an additional 25% of the Restricted Shares (33,250 Restricted Shares) shall vest on September 15, 2010, and the final 50% of the Restricted Shares (66,500 Restricted Shares) shall vest on September 15, 2011.
4. **Performance Stock Grant.** In addition to the grant of Restricted Shares, you will be entitled to a grant of 66,000 shares of common stock upon the Company's achieving, during your employment, certain performance metrics for the three fiscal years ended December 31, 2010, 2011 and 2012, as determined by the Compensation Committee of the Board of Directors. You shall be eligible to be granted 1/3 of such performance shares during each of such fiscal years. Subject to the achievement of such performance metrics for each of such fiscal years, a specified number of shares would be granted to you within thirty (30) days of the Company's reporting of its financial results for such years. Any shares issued shall be fully vested on the date of grant.
5. **Change in Control.** In the event of a Change in Control (defined below), (i) 100% of all unvested options granted to you to purchase the Company's common stock shall accelerate and all such options shall immediately become vested and exercisable, and (ii) 100% of all Restricted Shares granted to you shall accelerate and become fully vested and any and all

restrictions on such Restricted Shares shall be terminated and any and all legends shall be removed.

6. **Termination and Eligibility for Severance.** If your employment with the Company is terminated by the Company without Cause (as defined below) or you terminate your employment with the Company for Good Reason (as defined below), the Company will provide you the following severance and related post-termination benefits:
 - (a) a lump sum payment equal to the sum of your then annual base salary and your then target annual bonus, less applicable state and federal withholdings;
 - (b) continuation of payment of 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 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 as applied to you and your dependents immediately prior to the termination of your employment in order to receive such continued insurance coverage;
 - (c) any allowable unreimbursed expenses and any accrued but unused vacation pay owing to you at the time of termination;
 - (d) any stock options granted to you by the Company to purchase the Company's common stock that are unvested as of the termination date and would vest during the twelve (12) months following your termination will accelerate and immediately vest and become exercisable upon termination, and your stock options that are or become vested will remain outstanding and exercisable for the shorter of three (3) years following your termination date or the original remaining life of the options; and
 - (e) any Restricted Shares granted to you by the Company that are unvested as of the termination date will accelerate and immediately vest upon termination, and any and all restrictions on such Restricted Shares shall be terminated and any and all legends shall be removed so that the shares be and are freely marketable.

The Company's provision of the benefits described in Section 6(a), (b), (d) and (e) above shall be contingent upon your execution 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*"). The lump sum payment described in Section 6(a) above shall be made after 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 6.

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, the

Company shall have ten (10) business days following its receipt of written notice of termination to cure the circumstance giving rise to Good Reason.

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

- (a) “*Change in Control*” as used in this Agreement shall have the meaning set forth on Annex A attached hereto.
- (b) “*Good Reason*” as used in this Agreement means the occurrence of any of the following without your consent: (A) a reduction in your annual base salary; (B) the assignment to you of a lower position in the organization in terms of your title, responsibility, authority or status unless agreed to in writing by you, or (C) the relocation of the Company to a location that is more than fifty (50) miles from the Company’s current headquarters location in Westford, MA.
- (c) “*Cause*” as used in this Agreement means the occurrence of any of the following: (i) your indictment for, formal admission to (including a plea of guilty or *nolo contendere* to), or conviction of a felony, a crime of moral turpitude, dishonesty, breach of trust or unethical business conduct, or any crime involving the Company, (ii) gross negligence or willful misconduct by you in the performance of your duties that is likely to have an adverse affect on the Company or its reputation; (iii) your commission of an act of fraud or dishonesty in the performance of your duties; (iv) repeated failure by you to perform your duties which are reasonably and in good faith requested in writing by the Chief Executive Officer of the Company or the Board of Directors of the Company; (v) material breach of this Agreement by you, which you do not cure within ten (10) days following receipt by you of such written notice notifying you of such breach, or material breach by you of any confidentiality agreement with the Company.

8. Tax Implications of Termination Payments. Subject to this Section 8, any payments or benefits under Section 6 shall begin only upon the date of a “separation from service” as defined under Section 409A of the U.S. Internal Revenue Code of 1986, as amended, and the guidance issued thereunder (“Section 409A”), which occurs on or after the date of termination under Section 6. The following rules shall apply with respect to distribution of the payments and benefits, if any, to be provided to you under Section 6:

- (a) It is intended that each installment of the payments and benefits provided under Section 6 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 6; 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:

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- (i) Each installment of the payments and benefits due under Section 6 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 hereinafter defined) 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. For purposes of this Agreement, the “Short-Term Deferral Period” means the period ending on the later of the 15th day of the third month following the end of the tax year in which your separation from service occurs and the 15th day of the third month following the end of the Company’s tax year in which your separation from service occurs; and
 - (ii) Each installment of the payments and benefits due under Section 6 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, 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 of following the taxable year of in which your separation from service occurs.

9. Section 409A of the Code. This Agreement is intended to comply with the provisions of Section 409A and the Agreement shall, to the extent practicable, be construed in accordance therewith. Terms defined in the 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 the 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.

10. Section 83(b) Election and Withholding Taxes. 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 (“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, 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). 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.

11. 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.

12. General.

- (a) Entire Agreement; Modification. This Agreement contains 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. This Agreement supersedes 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. This 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 the Agreement shall nevertheless be binding and enforceable.
- (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 Massachusetts under the jurisdiction of the American Arbitration Association, before a single arbitrator appointed in accordance with the arbitration rules of the American Arbitration Association, modified only as herein expressly provided. The arbitrator may enter a default decision against any party who fails to participate in the arbitration proceedings.
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- (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 12(d) has been included to resolve any disputes between them with respect to this Agreement, and that this Section 12(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 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, 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: Chief Executive Officer, Sonus Networks, Inc., 7 Technology Park Drive, Westford, MA 01886, and to you at the following address: . 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 must confirm your acceptance of this Agreement in writing. Please sign and return a copy of this letter to me at the Company's address above, or via e-mail at

Very truly yours,

Richard N. Nottenburg
President and Chief Executive Officer

Accepted by:

/s/ Matthew Dillon
Name:

October 7, 2008
Date

Annex A

A "Change in Control" as used in the Agreement of which this Annex is a part shall mean the first to occur of 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; or

(b) in the event that the individuals who as of the date hereof constitute the Board of Directors, 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; or

(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 or acquiring corporation 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.

Sonus Networks, Inc.

7 Technology Park Drive, Westford, MA 01886

October 2, 2008

Richard Gaynor

Re: Executive Severance and Arbitration Agreement

Dear Rick:

I am pleased to provide you this letter (the "Agreement") pertaining to your relationship with Sonus Networks, Inc. (the "Company").

1. Position. You currently serve as the Company's Chief Financial Officer and report directly to the Chief Executive Officer. As a full-time employee of the Company, you are expected to devote all of your business time and energies to the business and affairs of the Company.

2. Nature of Relationship. Your employment is not for any specified period of time. Employment at Sonus Networks, Inc. is "at will" and either you or the Company may terminate the employment relationship at any time and for any reason or no reason upon written notice as described in Section 6 below.

3. Restricted Stock Grant. On November 15, 2008 (the "Grant Date"), the Company will grant you 200,000 shares of the Company's common stock \$0.001 par value per share ("Restricted Shares"), under the Company's 2007 Stock Plan, subject to the terms of the Company's 2007 Stock Plan and the Company's restricted stock agreement which shall reflect the terms of this Agreement. Provided that you continue in employment with the Company, the Restricted Shares shall vest as follows: (a) 25% of the Restricted Shares (50,000 Restricted Shares) shall vest on September 15, 2009, (b) an additional 25% of the Restricted Shares (50,000 Restricted Shares) shall vest on September 15, 2010, and the final 50% of the Restricted Shares (100,000 Restricted Shares) shall vest on September 15, 2011.

4. Performance Stock Grant. In addition to the grant of Restricted Shares, you will be entitled to a grant of 100,000 shares of common stock upon the Company's achieving, during your employment, certain performance metrics for the three fiscal years ended December 31, 2010, 2011 and 2012, as determined by the Compensation Committee of the Board of Directors. You shall be eligible to be granted 1/3 of such performance shares during each of such fiscal years. Subject to the achievement of such performance metrics for each of such fiscal years, a specified number of shares would be granted to you within thirty (30) days of the Company's reporting of its financial results for such years. Any shares issued shall be fully vested on the date of grant.

5. Change in Control. In the event of a Change in Control (defined below), (i) 100% of all unvested options granted to you to purchase the Company's common stock shall accelerate and all such options shall immediately become vested and exercisable, and (ii) 100% of all Restricted Shares granted to you shall accelerate and become fully vested and any and all

restrictions on such Restricted Shares shall be terminated and any and all legends shall be removed.

6. Termination and Eligibility for Severance. If your employment with the Company is terminated by the Company without Cause (as defined below) or you terminate your employment with the Company for Good Reason (as defined below), the Company will provide you the following severance and related post-termination benefits:

- (a) a lump sum payment equal to the sum of your then annual base salary and your then target annual bonus, less applicable state and federal withholdings;
- (b) continuation of payment of 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 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 as applied to you and your dependents immediately prior to the termination of your employment in order to receive such continued insurance coverage;
- (c) any allowable unreimbursed expenses and any accrued but unused vacation pay owing to you at the time of termination;
- (d) any stock options granted to you by the Company to purchase the Company's common stock that are unvested as of the termination date and would vest during the twelve (12) months following your termination will accelerate and immediately vest and become exercisable upon termination, and your stock options that are or become vested will remain outstanding and exercisable for the shorter of three (3) years following your termination date or the original remaining life of the options; and
- (e) any Restricted Shares granted to you by the Company that are unvested as of the termination date will accelerate and immediately vest upon termination, and any and all restrictions on such Restricted Shares shall be terminated and any and all legends shall be removed so that the shares be and are freely marketable.

The Company's provision of the benefits described in Section 6(a), (b), (d) and (e) above shall be contingent upon your execution 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"). The lump sum payment described in Section 6(a) above shall be made after 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 6.

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, the

Company shall have ten (10) business days following its receipt of written notice of termination to cure the circumstance giving rise to Good Reason.

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

- (a) “*Change in Control*” as used in this Agreement shall have the meaning set forth on Annex A attached hereto.
- (b) “*Good Reason*” as used in this Agreement means the occurrence of any of the following without your consent: (A) a reduction in your annual base salary; (B) the assignment to you of a lower position in the organization in terms of your title, responsibility, authority or status unless agreed to in writing by you, or (C) the relocation of the Company to a location that is more than fifty (50) miles from the Company’s current headquarters location in Westford, MA.
- (c) “*Cause*” as used in this Agreement means the occurrence of any of the following: (i) your indictment for, formal admission to (including a plea of guilty or *nolo contendere* to), or conviction of a felony, a crime of moral turpitude, dishonesty, breach of trust or unethical business conduct, or any crime involving the Company, (ii) gross negligence or willful misconduct by you in the performance of your duties that is likely to have an adverse affect on the Company or its reputation; (iii) your commission of an act of fraud or dishonesty in the performance of your duties; (iv) repeated failure by you to perform your duties which are reasonably and in good faith requested in writing by the Chief Executive Officer of the Company or the Board of Directors of the Company; (v) material breach of this Agreement by you, which you do not cure within ten (10) days following receipt by you of such written notice notifying you of such breach, or material breach by you of any confidentiality agreement with the Company.

8. Tax Implications of Termination Payments. Subject to this Section 8, any payments or benefits under Section 6 shall begin only upon the date of a “separation from service” as defined under Section 409A of the U.S. Internal Revenue Code of 1986, as amended, and the guidance issued thereunder (“Section 409A”), which occurs on or after the date of termination under Section 6. The following rules shall apply with respect to distribution of the payments and benefits, if any, to be provided to you under Section 6:

- (a) It is intended that each installment of the payments and benefits provided under Section 6 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 6; 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:

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- (i) Each installment of the payments and benefits due under Section 6 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 hereinafter defined) 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. For purposes of this Agreement, the “Short-Term Deferral Period” means the period ending on the later of the 15th day of the third month following the end of the tax year in which your separation from service occurs and the 15th day of the third month following the end of the Company’s tax year in which your separation from service occurs; and
 - (ii) Each installment of the payments and benefits due under Section 6 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, 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 of following the taxable year of in which your separation from service occurs.

9. Section 409A of the Code. This Agreement is intended to comply with the provisions of Section 409A and the Agreement shall, to the extent practicable, be construed in accordance therewith. Terms defined in the 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 the 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.

10. Section 83(b) Election and Withholding Taxes. 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 (“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, 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). 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.

11. 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.

12. General.

- (a) Entire Agreement; Modification. This Agreement contains 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. This Agreement supersedes 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. This 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 the Agreement shall nevertheless be binding and enforceable.
- (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 Massachusetts under the jurisdiction of the American Arbitration Association, before a single arbitrator appointed in accordance with the arbitration rules of the American Arbitration Association, 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 12(d) has been included to resolve any disputes between them with respect to this Agreement, and that this Section 12(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 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, 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: Chief Executive Officer, Sonus Networks, Inc., 7 Technology Park Drive, Westford, MA 01886, and to you at the following address: . 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 must confirm your acceptance of this Agreement in writing. Please sign and return a copy of this letter to me at the Company's address above, or via e-mail at

Very truly yours,

Richard N. Nottenburg
President and Chief Executive Officer

Accepted by:

/s/ Richard J. Gaynor

Name:

October 7, 2008

Date

Annex A

A "Change in Control" as used in the Agreement of which this Annex is a part shall mean the first to occur of 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; or

(b) in the event that the individuals who as of the date hereof constitute the Board of Directors, 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; or

(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 or acquiring corporation 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.

Sonus Networks, Inc.

7 Technology Park Drive, Westford, MA 01886

October 2, 2008

Mohammed Shanableh

Re: Executive Severance and Arbitration Agreement

Dear Mohammed:

I am pleased to provide you this letter (the "Agreement") pertaining to your relationship with Sonus Networks, Inc. (the "Company").

1. Position. You currently serve as the Company's Vice President Worldwide Sales and report directly to the Chief Executive Officer. As a full-time employee of the Company, you are expected to devote all of your business time and energies to the business and affairs of the Company.
2. Nature of Relationship. Your employment is not for any specified period of time. Employment at Sonus Networks, Inc. is "at will" and either you or the Company may terminate the employment relationship at any time and for any reason or no reason upon written notice as described in Section 6 below.
3. Restricted Stock Grant. On November 15, 2008 (the "Grant Date"), the Company will grant you 133,000 shares of the Company's common stock \$0.001 par value per share ("Restricted Shares"), under the Company's 2007 Stock Plan, subject to the terms of the Company's 2007 Stock Plan and the Company's restricted stock agreement which shall reflect the terms of this Agreement. Provided that you continue in employment with the Company, the Restricted Shares shall vest as follows: (a) 25% of the Restricted Shares (33,250 Restricted Shares) shall vest on September 15, 2009, (b) an additional 25% of the Restricted Shares (33,250 Restricted Shares) shall vest on September 15, 2010, and the final 50% of the Restricted Shares (66,500 Restricted Shares) shall vest on September 15, 2011.
4. Performance Stock Grant. In addition to the grant of Restricted Shares, you will be entitled to a grant of 66,000 shares of common stock upon the Company's achieving, during your employment, certain performance metrics for the three fiscal years ended December 31, 2010, 2011 and 2012, as determined by the Compensation Committee of the Board of Directors. You shall be eligible to be granted 1/3 of such performance shares during each of such fiscal years. Subject to the achievement of such performance metrics for each of such fiscal years, a specified number of shares would be granted to you within thirty (30) days of the Company's reporting of its financial results for such years. Any shares issued shall be fully vested on the date of grant.
5. Change in Control. In the event of a Change in Control (defined below), (i) 100% of all unvested options granted to you to purchase the Company's common stock shall accelerate and all such options shall immediately become vested and exercisable, and (ii) 100% of all Restricted Shares granted to you shall accelerate and become fully vested and any and all

restrictions on such Restricted Shares shall be terminated and any and all legends shall be removed.

6. Termination and Eligibility for Severance. If your employment with the Company is terminated by the Company without Cause (as defined below) or you terminate your employment with the Company for Good Reason (as defined below), the Company will provide you the following severance and related post-termination benefits:
 - (a) a lump sum payment equal to the sum of your then annual base salary and your then target annual bonus, less applicable state and federal withholdings;
 - (b) continuation of payment of 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 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 as applied to you and your dependents immediately prior to the termination of your employment in order to receive such continued insurance coverage;
 - (c) any allowable unreimbursed expenses and any accrued but unused vacation pay owing to you at the time of termination;
 - (d) any stock options granted to you by the Company to purchase the Company's common stock that are unvested as of the termination date and would vest during the twelve (12) months following your termination will accelerate and immediately vest and become exercisable upon termination, and your stock options that are or become vested will remain outstanding and exercisable for the shorter of three (3) years following your termination date or the original remaining life of the options; and
 - (e) any Restricted Shares granted to you by the Company that are unvested as of the termination date will accelerate and immediately vest upon termination, and any and all restrictions on such Restricted Shares shall be terminated and any and all legends shall be removed so that the shares be and are freely marketable.

The Company's provision of the benefits described in Section 6(a), (b), (d) and (e) above shall be contingent upon your execution 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"). The lump sum payment described in Section 6(a) above shall be made after 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 6.

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, the

Company shall have ten (10) business days following its receipt of written notice of termination to cure the circumstance giving rise to Good Reason.

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

- (a) “*Change in Control*” as used in this Agreement shall have the meaning set forth on Annex A attached hereto.
- (b) “*Good Reason*” as used in this Agreement means the occurrence of any of the following without your consent: (A) a reduction in your annual base salary; (B) the assignment to you of a lower position in the organization in terms of your title, responsibility, authority or status unless agreed to in writing by you, or (C) the relocation of the Company to a location that is more than fifty (50) miles from the Company’s current headquarters location in Westford, MA.
- (c) “*Cause*” as used in this Agreement means the occurrence of any of the following: (i) your indictment for, formal admission to (including a plea of guilty or *nolo contendere* to), or conviction of a felony, a crime of moral turpitude, dishonesty, breach of trust or unethical business conduct, or any crime involving the Company, (ii) gross negligence or willful misconduct by you in the performance of your duties that is likely to have an adverse affect on the Company or its reputation; (iii) your commission of an act of fraud or dishonesty in the performance of your duties; (iv) repeated failure by you to perform your duties which are reasonably and in good faith requested in writing by the Chief Executive Officer of the Company or the Board of Directors of the Company; (v) material breach of this Agreement by you, which you do not cure within ten (10) days following receipt by you of such written notice notifying you of such breach, or material breach by you of any confidentiality agreement with the Company.

8. **Tax Implications of Termination Payments.** Subject to this Section 8, any payments or benefits under Section 6 shall begin only upon the date of a “separation from service” as defined under Section 409A of the U.S. Internal Revenue Code of 1986, as amended, and the guidance issued thereunder (“Section 409A”), which occurs on or after the date of termination under Section 6. The following rules shall apply with respect to distribution of the payments and benefits, if any, to be provided to you under Section 6:

- (a) It is intended that each installment of the payments and benefits provided under Section 6 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 6; 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:

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- (i) Each installment of the payments and benefits due under Section 6 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 hereinafter defined) 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. For purposes of this Agreement, the “Short-Term Deferral Period” means the period ending on the later of the 15th day of the third month following the end of the tax year in which your separation from service occurs and the 15th day of the third month following the end of the Company’s tax year in which your separation from service occurs; and
 - (ii) Each installment of the payments and benefits due under Section 6 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, 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 of following the taxable year of in which your separation from service occurs.

9. **Section 409A of the Code.** This Agreement is intended to comply with the provisions of Section 409A and the Agreement shall, to the extent practicable, be construed in accordance therewith. Terms defined in the 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 the 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.

10. **Section 83(b) Election and Withholding Taxes.** 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 (“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, 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). 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.

11. 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.

12. General.

- (a) Entire Agreement; Modification. This Agreement contains 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. This Agreement supersedes 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. This 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 the Agreement shall nevertheless be binding and enforceable.
- (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 Massachusetts under the jurisdiction of the American Arbitration Association, before a single arbitrator appointed in accordance with the arbitration rules of the American Arbitration Association, 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 12(d) has been included to resolve any disputes between them with respect to this Agreement, and that this Section 12(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 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, 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: Chief Executive Officer, Sonus Networks, Inc., 7 Technology Park Drive, Westford, MA 01886, and to you at the following address: . 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 must confirm your acceptance of this Agreement in writing. Please sign and return a copy of this letter to me at the Company's address above, or via e-mail at

Very truly yours,

Richard N. Nottenburg
President and Chief Executive Officer

Accepted by:

/s/ Mohammed Shanableh
Name:

October 7, 2008
Date

Annex A

A "Change in Control" as used in the Agreement of which this Annex is a part shall mean the first to occur of 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; or

(b) in the event that the individuals who as of the date hereof constitute the Board of Directors, 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; or

(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 or acquiring corporation 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.
