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

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**FORM 8-K**

**CURRENT REPORT**

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

**June 18, 2020**

**Date of Report (Date of earliest event reported)**

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**RIBBON COMMUNICATIONS INC.**

(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-38267  
(Commission File Number)

82-1669692  
(IRS Employer  
Identification No.)

**4 TECHNOLOGY PARK DRIVE, WESTFORD, MASSACHUSETTS 01886**

(Address of Principal Executive Offices) (Zip Code)

**(978) 614-8100**

(Registrant's telephone number, including area code)

**N/A**

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

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

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

**Securities registered pursuant to Section 12(b) of the Act:**

| <b>Title of each class</b>       | <b>Trading Symbol(s)</b> | <b>Name of each exchange on which registered</b> |
|----------------------------------|--------------------------|--|
| Common Stock, par value \$0.0001 | RBBN                     | The Nasdaq Global Select Market                  |

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

Emerging growth company

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

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

*Director Changes*

On June 18, 2020, Richard Lynch, Kent Mathy and Scott Schubert each resigned as a director of the Board of Directors (the “Board”) of Ribbon Communications Inc. (the “Company”), effective on such date.

On June 19, 2020, in accordance with the Company’s First Amended and Restated Stockholders Agreement with JPMC Heritage Parent LLC, Heritage PE (OEP) III, L.P., and ECI Holding (Hungary) Kft (“Swarth”), the Board appointed Shaul Shani, Mariano de Beer and Tanya Tamone as directors of the Company, effective on such date. The newly appointed directors were each designated by Swarth as previously disclosed in the Company’s definitive proxy statement filed on April 29, 2020 with the Securities and Exchange Commission. Mr. Shani was appointed as the Chairman of the Board and Bruns Grayson was appointed as the Lead Independent Director. Ms. Tamone was appointed to the Board’s Nominating and Corporate Governance Committee and Mr. de Beer was appointed to serve on the Board’s newly-created Technology and Innovation Committee. The additional members of the Technology and Innovation Committee will be Beatriz Infante and Krish Prabhu.

In connection with their election as directors, Mr. de Beer and Ms. Tamone are entitled to receive an annual retainer of \$60,000 consistent with the Company’s current non-employee director compensation program (the “Director Compensation Program”) payable quarterly and pro-rated for any partial quarter(s) of service. In addition, Mr. de Beer and Ms. Tamone are entitled to receive restricted share units (consistent with the Director Compensation Program), which, subject to his or her continued service, will be eligible to vest one-year after the date of grant. The number of shares eligible to be received upon the vesting of the restricted share units will have a value (based on the closing price of the Company’s common stock on the date of grant) equal to \$120,000. Mr. Shani intends to waive his right to participate in the Director Compensation Program. Messrs. Shani and de Beer and Ms. Tamone will be entering into the Company’s form of indemnity agreement for directors and officers.

*Change in Executive Officers*

The Board has appointed Miguel Lopez as Executive Vice President and Chief Financial Officer of the Company, effective as of June 29, 2020. Mr. Lopez previously served as Chief Financial Officer of Vista Outdoor, an outdoor products company, from 2018 to April 2020. Prior to that, Mr. Lopez served as Chief Financial Officer of Veritas Technology, a software company, from 2016 to 2017, Chief Financial Officer of Harris Corporation, a technology company, defense contractor and information technology services provider, from 2014 to 2016 and Chief Financial Officer of Aricent Group, an outsourced services and innovation consulting firm, from 2011 to 2014. Mr. Lopez has also held senior leadership positions in the Finance departments of Cisco Systems, Tyco International Limited and IBM. Mr. Lopez began his career as an auditor at KPMG. Mr. Lopez received a B.S.B.A. from Georgetown University and an M.B.A. from the University of Chicago. Mr. Lopez is a Certified Public Accountant.

In connection with Mr. Lopez’s appointment as Executive Vice President, Chief Financial Officer, Mr. Lopez has entered into an employment agreement (the “Employment Agreement”) and a severance agreement (the “Severance Agreement”) with the Company. Mr. Lopez also will enter into the Company’s standard indemnification agreement for officers.

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Pursuant to the Employment Agreement, the Mr. Lopez will receive an annual base salary of \$525,000, and will be eligible to participate in the Company's annual cash incentive program, with a target bonus opportunity equal to 75% of his then-applicable annual base salary (prorated for 2020). Mr. Lopez will also receive an equity grant comprised 50% of time-based vesting Restricted Share Units ("Annual RSUs") and 50% Performance-based Share Units ("Annual PSUs") with terms described below. In addition, as an inducement for Mr. Lopez's employment, Mr. Lopez will receive a sign-on equity grant consisting of a time-based vesting of Restricted Share Units ("Sign On RSUs").

Subject to Mr. Lopez's continued employment through the applicable vesting date, the Annual RSUs are eligible to vest 1/3<sup>rd</sup> on July 15, 2021 and the remaining 2/3<sup>rd</sup>s are eligible to vest in four equal installments on each six-month anniversary of July 15, 2021. Upon vesting, the Annual RSU Award will be settled in shares of the Company's common stock, par value \$0.0001 ("Common Stock") with a fair market value as of the date of grant (calculated based on the closing price per share of Common Stock on such date) equal to \$393,750. Subject to Mr. Lopez's continued employment, the Annual PSUs are eligible to vest and be settled in shares of Common Stock with a fair market value as of the date of grant (calculated based on the closing price per share of Common Stock such date) equal to \$393,750, based on the achievement of certain performance thresholds, consistent with equity grants for other similarly situated employees.

The Sign On RSUs are eligible to vest on July 15, 2021 (subject to Mr. Lopez's continued employment) and, upon vesting, will be settled in shares of Common Stock, with a fair market value as of the date of grant (calculated based on the closing price per share of Common Stock on such date) equal to \$212,500.

Under the terms of the Employment Agreement, Mr. Lopez has agreed to relocate to the Company's office in Plano, Texas within six months of the commencement of his employment (the date of such relocation being the "Relocation Date"). In connection with the relocation, Mr. Lopez will receive a one-time cash relocation payment in the amount, after payment of applicable tax withholdings, of \$50,000 (the "Relocation Allowance"). The Relocation Allowance is subject to reimbursement by Mr. Lopez in the event (i) he is terminated for Cause or resigns prior to the first anniversary of the Relocation Date or (ii) if he fails to relocate within six months.

Pursuant to the Severance Agreement, Mr. Lopez is entitled to severance payments and benefits upon certain terminations of employment. Upon a termination of Mr. Lopez's employment by the Company without Cause or by Mr. Lopez for Good Reason (each as defined in the Severance Agreement), Mr. Lopez is entitled to (a) severance payments equal to (i) 100% of his annual base salary, payable over twelve (12) months following termination, and (ii) a prorated portion of the annual bonus for the fiscal year of termination based on actual Company performance and target individual performance (such proration based on the number of days actually employed in such fiscal year) (the "Pro Rata Bonus") and payable at the same time as such bonus would have been paid absent termination, and (b) a lump sum payment of an amount equal to the sum of the company's share of health plan premium payments for a period of twelve (12) months following termination.

In addition, upon such a termination, (A) Mr. Lopez's equity awards that are subject to vesting based solely upon Mr. Lopez's continued service with the Company and would have vested during the twelve (12) month period following the date of Mr. Lopez's termination of employment shall vest, and (B) (i) all awards that are subject to vesting in whole or in part based on the achievement of performance objective(s) (collectively, "Performance-Based Equity Awards") with respect to any performance periods ending prior to the date of termination shall remain eligible to vest based on actual performance through the end of the applicable performance period (without regard to any requirement of continued employment), and (ii) a pro-rated portion of Performance-Based Equity Awards with respect to any performance periods in which the date of termination occurs shall remain eligible to vest based on performance through the end of the fiscal year in which the date of termination occurs based on actual performance through the end of such fiscal year (such proration based on the number of days actually employed during such performance period).

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Notwithstanding the foregoing, to the extent a termination by the Company without Cause or by Mr. Lopez for Good Reason occurs within twelve (12) months following a Change in Control (as defined in the Severance Agreement), Mr. Lopez is entitled to receive a cash lump sum payment equal to (a) (X) his annual base salary, (Y) his target annual bonus, and (Z) the Pro Rata Bonus, and (b) a lump sum payment of an amount equal to the sum of the company's share of health plan premium payments for a period of twelve (12) months following termination. In addition, upon such a termination, the vesting of all of Mr. Lopez's outstanding equity awards will accelerate, with Performance-Based Equity Awards vesting as if target performance had been achieved, pursuant to the Severance Agreement.

The foregoing description of the Employment Agreement and Severance Agreement is qualified in its entirety by reference to the Employment Agreement and Severance Agreement, respectively, which are filed as Exhibits 10.1 and 10.2 hereto and are incorporated herein by reference.

In connection with the Board's appointment of Mr. Lopez, the Company announced that Mr. Daryl Raiford, the Company's current Executive Vice President and Chief Financial Officer, will be leaving Ribbon. Further, on June 19, 2020, Justin Ferguson stepped down from his position as the Company's Executive Vice President, General Counsel and Corporate Secretary.

**Item 8.01. Other Events.**

On June 19, 2020, the Board appointed Patrick Macken as Executive Vice President, Chief Legal Officer and Corporate Secretary of the Company.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

[10.1 Employment Agreement with Miguel Lopez, dated June 22, 2020.](#)

[10.2 Severance Agreement with Miguel Lopez, dated June 22, 2020.](#)

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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: June 23, 2020

**RIBBON COMMUNICATIONS INC.**

By: /s/ Bruce McClelland

Name: Bruce McClelland

Title: President and Chief Executive Officer

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June 22, 2020

Miguel Lopez  
Via email

Dear Miguel,

On behalf of Ribbon Communications Inc. ("Ribbon") and Ribbon Communications Operating Company, Inc. ("RCOC" and Ribbon and RCOC, together with its affiliates who may employ you from time to time, the "Company"), I am pleased to provide you with this written offer of employment (this "Agreement") as Ribbon's Chief Finance Officer, effective as of June 29, 2020 (the "Start Date"). This Agreement is entered into as of the date set forth above and shall be effective as of the Start Date.

1. Compensation. During your employment with the Company:

(a) *Base Salary*. Your initial base salary will be at the annualized rate of \$525,000 (your base salary, as may be adjusted from time to time, "Base Salary"), less applicable local, state and federal withholdings, paid in accordance with the Company's normal payroll practices. Your Base Salary will be subject to review and adjustment by Ribbon's Board of Directors (the "Board") or Compensation Committee of the Board (the "Committee") in its sole discretion.

(b) *Annual Bonus*. You will be eligible to receive annual variable cash bonus based on achievement of certain corporate and/or individual objectives ("Annual Bonus"). Subject to achievement of such objectives for the applicable year, the target Annual Bonus shall equal seventy-five percent (75%) of your Base Salary. The Annual Bonus for each fiscal year will be based on the achievement of objectives determined by the Board or the Committee; provided that any Annual Bonus payable with respect to 2020 shall be pro-rated based upon the portion of the year beginning on the Start Date and ending on December 31, 2020. Your Annual Bonus, if any, shall be paid as soon as reasonably practicable following Ribbon's public disclosure of its financial results for the applicable bonus period and the Board's or Committee's approval of the bonus under the then-applicable Ribbon bonus plan, subject to your continued employment with the Company through the date of such payment (except as otherwise set forth in any written agreement by and between the Company and you).

(c) *Relocation Allowance*. Your primary work location will be the Company's offices in Plano, Texas. You agree to relocate your primary residence within six (6) months following the Start Date to the Dallas, Texas metropolitan area (the date of your actual relocation, the "Relocation Date"). In connection with such relocation, you will be entitled to receive a one-time cash allowance payment in an amount such that, after reduction for applicable income tax withholdings, you receive \$50,000 (the "Relocation Allowance") to support your relocation and assist with moving-related expenses, to be paid on the first payroll date after the Start Date. In the event that your employment is terminated by the Company for Cause or as a result of your resignation for any reason, in each case, prior to the first (1<sup>st</sup>) anniversary of the Relocation Date or you fail to timely relocate in accordance with this Section 1(c), you will be required to reimburse the Company for the Relocation Allowance within thirty (30) days following your termination of employment or the date of such failure, as applicable. Any amounts that may be owed to the Company pursuant to this Section 1(c) may, to the extent permitted by law, be withheld from any other payments owed to you from the Company. For purposes of this Section 1(c), "Cause" and "Good Reason" shall have the meanings set forth in the Severance Agreement (as defined below).

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(e) *Equity Awards.* Subject to your commencement of employment on the Start Date and approval by the Committee:

- (i) You will, on July 15, 2020 (the “Grant Date”), be granted restricted stock units (the “Sign On RSUs”) that, upon vesting, will be settled in shares of common stock of Ribbon with a value (as of the Grant Date) equal to \$212,500, calculated consistent with such grants made to similarly situated employees of the Company. Subject to your active and continuous employment with the Company through the applicable vesting date, the Sign On RSUs will vest on the first anniversary of the Grant Date. Notwithstanding the foregoing, your grant will be subject to, and you will be required to, enter into a restricted share unit agreement in the Company’s applicable form in connection with the grant of the Sign On RSUs.
- (ii) You will, on the Grant Date, be granted restricted stock units (the “RSUs”) that, upon vesting, will be settled in shares of common stock of Ribbon with a value (as of the Grant Date) equal to \$393,750, calculated consistent with such grants made to similarly situated employees of the Company. Subject to your active and continuous employment with the Company through the applicable vesting date, the RSUs will vest as follows: (A) 1/3<sup>rd</sup> of your RSUs on the first anniversary of the Grant Date (the “Initial Vesting Date”); and (B) the remaining 2/3<sup>rd</sup> of your RSUs vesting in four (4) equal installments on each six (6) month anniversary of the Initial Vesting Date. Notwithstanding the foregoing, your grant will be subject to, and you will be required to, enter into a restricted share unit agreement in the Company’s applicable form in connection with the grant of the RSUs
- (iii) You will, on the Grant Date, be granted performance share units (the “PSUs”) that, upon vesting, will be settled in shares of common stock of Ribbon with a value (as of the Grant Date) equal to \$393,750, calculated consistent with such grants made to similarly situated employees of the Company. Notwithstanding the foregoing, your grant will be subject to, and you will be required to, enter into a performance share unit agreement in the Company’s applicable form in connection with the grant of the Sign On PSUs.
- (iv) Except as set forth herein, you shall not be entitled to any other equity awards from the Company during the fiscal year ending December 31, 2020. Following the fiscal year ending December 31, 2020, subject to Board or Committee approval, you will be eligible to receive annual equity incentive awards under the Plan at such times, in such amounts and forms, and on such terms as are determined by the Board or Committee, taking into account your role and responsibilities. You will be required to enter into equity award agreement(s) in the Company’s then-applicable form in connection with the grant of any future awards described in this Section 1(e)(iii).

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

- (a) You will be entitled to vacation consistent with Company policy and limitations, under which you will initially accrue four (4) weeks of vacation per year beginning on the Start Date;
- (b) You will be entitled to participate as an employee of the Company in all health and welfare benefit plans and receive fringe benefits and perquisites generally provided to similarly situated employees of the Company in accordance with applicable Company plan, policy or program, which currently include group health, life and dental insurance, and a 401(k) plan. Notwithstanding the foregoing, the Company retains the right to change, add or cease any particular compensation or benefit for its employees in its sole discretion; and



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

3. Employment Relationship. The Company's obligations under this Agreement are contingent upon your satisfactory completion of our pre-employment reference check and background check investigation and your verification of your identity and employment eligibility. No provision of this Agreement shall be construed to create an express or implied employment contract for a specific period of time. Employment at the Company is considered "at will" and either you or the Company may terminate the employment relationship at any time and for any reason, subject to compliance with the Severance Agreement. As a full-time employee of the Company, you will be expected to devote your full business time and energies to the business and affairs of the Company. As the Company's organization evolves, its reporting structure may change and you may be assigned such other management duties and responsibilities as the Company may determine, in addition to performing duties and responsibilities reflected above.

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

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

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

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

8. General.

(a) This Agreement, together with the agreements referenced herein, will constitute our entire agreement as to your employment by the Company and will supersede any prior agreements or understandings, whether in writing or oral (including, without limitation, that certain offer letter by and between RCOC and you, dated as of June 9, 2020).





- (b) This Agreement and your employment are contingent upon the Company's standard onboarding processes, which may include background and reference checks and satisfactory proof of your right to work in the United States. You agree to provide any documentation or information at the Company's reasonable request to facilitate these processes (if any).
- (c) 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.
- (d) The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding and enforceable. Except as modified hereby, this Agreement shall remain unmodified and in full force and effect.
- (e) 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, the Company may assign its rights and obligations hereunder and, in the event of such assignment, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall be solely obligated to discharge and perform all of the promises, covenants, duties and obligations of the Company hereunder.
- (f) All notices shall be in writing and shall be delivered personally (including by courier), by overnight receipted courier service (such as UPS or Federal Express) or sent by certified, registered or express mail, postage prepaid, to the Company at the following address: Ribbon Communications Legal Department, 3605 E. Plano Parkway, Plano, Texas 75074, and to you at the most current address we have in your employment file. Any such notice shall be deemed given when so delivered personally or, if 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.
- (g) 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 county where you performed your principal work duties for the Company, 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. You acknowledge receipt of the applicable AAA Employment Arbitration Rules and Mediation Procedures which may be found at the AAA website here <https://www.adr.org/Rules>. The arbitrator may enter a default decision against any party who fails to participate in the arbitration proceedings.
  - ii. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. shall govern the interpretation and enforcement of this arbitration clause. 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 arbitration will be borne as provided in the AAA Costs of Arbitration section, and each party will bear the fees and expenses of its own attorney, unless the arbitrator finds that a statutory award of attorneys' fees and/or costs is appropriate.
  - iv. The parties waive their rights to a class or collective action. The parties agree that claims may not be joined, consolidated, or heard together with claims of any other current or former employee of the Company or other third party.
  - v. The parties agree that this Section 8(g) has been included to resolve any disputes between them with respect to this Agreement or your employment, and that this Section 8(g) 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 and other than claims for unemployment insurance benefits or workers compensation benefits or other claims which by law cannot be subject to a mandatory arbitration agreement. 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 class or collection action or a trial by jury in or with respect to such litigation.
  - vi. 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; notwithstanding the foregoing, nothing herein shall restrict you from communicating with a government agency or engaging in protected concerted activity that cannot be waived by such an agreement not to disclose.
- (h) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions thereof or of any other jurisdiction.
  - (i) The Company is an equal opportunity employer.

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



Sincerely,

/s/ Bruce McClelland

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Bruce McClelland

On behalf of Ribbon Communications Inc. and Ribbon Communications  
Operating Company, Inc.

Accepted as of the first date set forth above by:

/s/ Miguel Lopez

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Miguel Lopez

*Signature Page to Employment Letter*

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**Attachment 1**  
**Severance Agreement**  
*[filed separately]*

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**Attachment 2**

**Confidentiality, Non-Competition, Non-Solicitation And Assignment of Inventions Agreement**

*[see attached]*

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**Attachment 2**

**Confidentiality, Non-Competition, Non-Solicitation  
And Assignment of Inventions Agreement**

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

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

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

The term "Proprietary Information" shall mean trade secrets, confidential knowledge, data, or any other proprietary information of the Company and each of its subsidiaries or affiliated companies. By way of illustration but not limitation, "Proprietary Information" includes (a) inventions, trade secrets, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques relating to the business or proposed business of the Company and that were learned or discovered by me during the term of my employment with the Company; (b) information regarding plans for research, development, new products and services, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, and customers that were learned or discovered by me during the term of my employment with the Company; and (c) information regarding the skills and compensation of other employees of the Company. Proprietary Information does not include information that (i) is or becomes known to the public, other than as a result of my disclosure in violation of this Agreement or of any other person's breach of a legal or contractual obligation to the Company, or (ii) was known by me prior to my employment with the Company and not as a result of anyone else's breach of a legal or contractual obligation.

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

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

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

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

4. **Assignment of Intellectual Property.**

(a) I hereby assign to the Company all my right, title, and interest in and to any and all inventions, original works of authorship (including software source code), trade secrets, designs, developments, improvements, concepts and other intellectual property (and all Proprietary Rights with respect thereto) (collectively, "Intellectual Property"), whether or not patentable or registrable under patent, copyright or similar statutes, that were made or conceived or reduced to practice or learned by me, either alone or jointly with others, (i) at the direction of the Company, (ii) during the performance of my duties of employment, (iii) on Company time, (iv) using Company's equipment, materials, supplies, facilities or Proprietary Information, or (v) that, at the time of conception, authorship, development, or reduction to practice of the Intellectual Property, relate to the business of the Company as conducted (or as proposed to be conducted) or the actual or demonstrably anticipated research or development of the Company, during the period of my employment with the Company. The only Intellectual Property excluded from this provision are those which are set forth in Exhibit A to this Agreement, or the assignment of which are prohibited pursuant to applicable law. I have attached, as Exhibit A, a list specifically describing all inventions, original works of authorship (including software source code), trade secrets, designs, developments, improvements, concepts, and other intellectual property that:

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

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

To preclude any possible uncertainty, I have also set forth on Exhibit A attached hereto a complete list of all inventions that I have, alone or jointly with others, conceived, developed, or reduced to practice or caused to be conceived, developed, or reduced to practice prior to commencement of my employment with the Company, in which I have assigned my ownership interest to a third party and that I wish to have excluded from the scope of this Agreement; provided that if no such list is attached, I represent that there are no such inventions. If disclosure of any such invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such inventions in Exhibit A but am to describe such invention with as much specificity as possible without violating any prior agreement and state that additional information has been withheld for that reason.

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

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

(c) I acknowledge that all original works of authorship that are made by me (solely or jointly with others) during the term of my employment with the Company and that are within the scope of my employment and protectable by copyright ("Works") are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. § 101). If for any reason any such Works or any part thereof would not or cannot be considered a "work made for hire" under applicable law, I agree to and do hereby sell, assign, and transfer to Company, its successors and assigns, the entire right, title and interest in and to the copyright in such Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating that Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world. I hereby waive, as against Company, its successors, assigns and licensees, all moral rights which I have or acquire in respect of all such Works. I agree to enforce the moral rights as against others as directed by and at the cost of Company or its successor-in-title of the copyright in the Works.

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



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

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

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

7. **Other Activities; Non-Solicitation; Non-Compete; Non-Disparagement.**

In consideration for the Company's promises to disclose its Proprietary Information to me and to provide me with specialized training and knowledge, and as part of the agreement between the Company and me regarding the Company disclosing its Proprietary Information to me and providing me with specialized training and knowledge and in consideration for my employment or continued employment and other good and valuable consideration, the sufficiency of which I hereby acknowledge, I agree as follows:

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

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

(c) During the term of my employment, and for a period of one (1) year after my employment with the Company is terminated for any reason, I will not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, contact, call upon, communicate with, or attempt to communicate with, any Customer of the Company in order to provide or offer to provide any products or services that are similar to or otherwise competitive with any products or services provided or that could be provided by the Company; (ii) assist, induce or encourage, or attempt to assist, induce, or encourage any Customer of the Company to reduce or cease doing business with the Company; and/or (iii) influence a Customer to divert its business to any competitor of the Company or otherwise damage or negatively interfere or attempt to damage or negatively interfere with the Company's relationship with a Customer in any way. For purposes of this Section 7(d), "Customer" shall mean any company or business entity that the Company had contact with or performed services for during the last twelve (12) months of my employment with the Company.

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

(e) I agree that if I should later claim any portion of Section 7 is unclear, unenforceable, overbroad or inapplicable to any activity in which I intend to engage, I must notify the Company, in writing, of my position at least fourteen (14) calendar days before engaging in such activity. During the 14-day period, I must meet face-to-face with the Company's authorized representative, in good faith, to discuss resolution of the issue. A mediator may be hired, at the Company's expense, to facilitate the discussion. If I fail or refuse to comply with this conflict resolution provision, I waive my right to challenge the scope, clarity, applicability, breadth or enforceability of Section 7 and all of its restrictions. However, all of my rights will be reserved if I comply with this provision even if no agreement is reached during the conference. Notwithstanding the foregoing provisions of this Section 7, nothing herein shall prevent the Company from seeking and obtaining immediate injunctive relief under Section 10, with or without prior notice to me, from any court of competent jurisdiction, prior to conducting the face-to-face meeting provided for herein.

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

**8. Third-Party Agreements and Rights.** I represent that I am not bound by the terms of any agreement with any previous employer or other party which restricts in any way my use or disclosure of confidential and proprietary information belonging to a previous employer or another party or which will restrict in any way my performance of any job duties, except as I have disclosed in Exhibit C to this Agreement prior to its acceptance by the Company; provided that, if no Exhibit C is attached, I represent that there are no such third party agreements. I have delivered to the Company true and complete copies of any agreements listed on Exhibit C, if any. I represent to the Company that my execution of this Agreement, my employment with the Company and the performance of my duties for the Company will not violate any obligations I may have to any previous employer or other party. In my work for the Company, I will not disclose or make use of any information in violation of any agreements with or rights of any previous employer or other party, and I will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

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

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

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

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

**If to the Undersigned:**

Most recent address on Company's records.

**If to the Company:**

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

13. **General Provisions.**

(a) **Governing Law.** This Agreement will be governed by and construed according to the laws of the state where I carry out my principal duties for the Company without regard to conflicts of law principles of any jurisdiction.

(b) **Arms' Length; Mutual Agreement.** All terms and provisions of this Agreement, and the drafting of this Agreement, have been negotiated by the parties at arm's length and to mutual agreement, with consideration by and participation of each, and no party shall be deemed the scrivener of this Agreement.

(c) 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 county where you performed your principal work duties for the Company, 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. You acknowledge receipt of the applicable AAA Employment Arbitration Rules and Mediation Procedures which may be found at the AAA website here <https://www.adr.org/Rules>. The arbitrator may enter a default decision against any party who fails to participate in the arbitration proceedings.
- ii. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. shall govern the interpretation and enforcement of this arbitration clause. 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 arbitration will be borne as provided in the AAA Costs of Arbitration section, and each party will bear the fees and expenses of its own attorney, unless the arbitrator finds that a statutory award of attorneys' fees and/or costs is appropriate.
- iv. The parties waive their rights to a class or collective action. The parties agree that claims may not be joined, consolidated, or heard together with claims of any other current or former employee of the Company or other third party.
- v. The parties agree that this Section 13(c) has been included to resolve any disputes between them with respect to this Agreement or your employment, and that this Section 13 (c) 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 and other than claims for unemployment insurance benefits or workers compensation benefits or other claims which by law cannot be subject to a mandatory arbitration agreement. 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 class or collection action or a trial by jury in or with respect to such litigation.
- vi. 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; notwithstanding the foregoing, nothing herein shall restrict you from communicating with a government agency or engaging in protected concerted activity that cannot be waived by such an agreement not to disclose.

(d) Modification/Waiver. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

(e) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and myself relating to the subject matter hereof and supersedes and merges all prior discussions between us with respect to the subject matter hereof.

(f) Acknowledgement. By executing this Agreement, I agree and acknowledge that: (i) as used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant or contractor; (ii) I am not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement; and (iii) I knowingly waive any claim that this Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Agreement based upon presently existing facts, known or unknown. The parties stipulate that each party is relying upon these representations and warranties in entering into this Agreement. These representations and warranties shall survive the execution of this Agreement.

(g) Severability.

(i) I acknowledge and agree that each agreement and covenant set forth herein constitutes a separate agreement independently supported by good and adequate consideration and that each such agreement shall be severable from the other provisions of this Agreement and shall survive this Agreement.

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

(h) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors and assigns. I may not assign this Agreement or my obligations hereunder without the prior written consent of the Company, which consent may be withheld in the Company's sole discretion, and any such purported assignment without consent shall be null and void. I agree that the Company may freely assign or otherwise transfer this Agreement, including without limitation to any successor in interest of the Company, whether by way of merger, sale, acquisition or corporate re-organization or any substantially similar process.

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

(j) Employment. My employment is and shall remain at all times "at -will," and nothing in this Agreement is intended to or shall be interpreted to modify the at-will nature of my employment relationship with the Company. The "at-will" nature of my employment relationship can only be modified by an express written agreement signed by both an executive officer of the Company and me.

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

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

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

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

Dated: June 22, 2020.

Signature of Employee: /s/ Miguel Lopez

Printed name of Employee: Miguel Lopez

Address of Employee: \_\_\_\_\_

ACCEPTED AND AGREED TO BY THE COMPANY:

By: /s/ Bruce McClelland

Name: Bruce McClelland

Title: President and CEO

## Attachment 1

## Severance Agreement

THIS SEVERANCE AGREEMENT (the “*Severance Agreement*” or “*Agreement*”) is entered into as of June 22, 2020, and effective as of the Start Date (as defined in the Employment Letter), between Ribbon Communications Inc. (“*Ribbon*”), Ribbon Communications Operating Company, a wholly owned subsidiary of Ribbon Communications Inc., (“*RCOC*”, and together with Ribbon, the “*Company*”) and Miguel Lopez (“*Executive*” or “*you*”).

1. Definitions. The following capitalized terms used herein shall have the following meanings:

(a) “*Annual Bonus*” means the annual variable cash compensation you are eligible to receive as determined from time to time by the Company, whether acting through Ribbon’s Board of Directors (the “*Board*”), a committee thereof or otherwise, based on the achievement of certain Ribbon Entity and/or individual performance objectives.

(b) “*Base Pay*” means your annual base compensation, as determined from time to time by the Company, whether acting through the Board, a committee thereof or otherwise, regardless of whether all or any portion thereof may be deferred under any deferred compensation plan or program of the Company.

(c) “*Cause*” means termination of your employment by the Company upon the occurrence of any of the following: (i) your commission of bribery in violation of the Code of Conduct (or similar policy) of the Company or other Ribbon Entity employing you at the relevant time and/or local law and regulation including, without limitation, the UK Bribery Act, (ii) your engaging in acts in the course of your employment with any Ribbon Entity that constitute theft, fraud or embezzlement, (iii) your intentional or negligent misconduct which materially and adversely affects any Ribbon Entity and which is not cured (to the extent curable) within thirty (30) days following your receipt of written notice of such misconduct, (iv) your unauthorized disclosure of proprietary information of a confidential nature relating to any Ribbon Entity, which unauthorized disclosure has a material and adverse effect on any Ribbon Entity, (v) your material violation of any Ribbon Entity policy, agreement or procedure which is not cured (to the extent curable) within thirty (30) days following receipt of written notice of such violation, (vi) your excessive absenteeism, (vii) your material neglect of duty, (viii) your failure to devote substantially all of your working time to the business of the Ribbon Entities or to otherwise perform the duties of your position to the satisfaction of the Board (or your direct supervisor) which is not cured (to the extent curable) within thirty (30) days following receipt of written notice of such failure, (ix) your insubordination or failure to perform and carry out any directive of the Board (or your direct supervisor), (x) your abuse of alcohol, or unlawful use (including being under the influence) or possession of illegal drugs, at the premises of any Ribbon Entity or otherwise while performing (or holding yourself out as performing) services for or on behalf of any Ribbon Entity, (xi) your commission of any act that has resulted in (or could reasonably be expected to result in) conviction of a felony or crime involving moral turpitude or pleading “no contest” to a felony charge or other criminal charge involving moral turpitude, (xii) your failure to cooperate with any of the Ribbon Entities and/or their professional advisors in any investigation (whether internal or external) or any formal legal or investigative proceeding, or (xiii) your engagement in any conduct, including any violation of applicable law, that may reasonably result in material and adverse injury to the business or reputation of any Ribbon Entity. The determination of whether a termination of your employment is for Cause shall be made by the Board (or its designee) in its sole discretion.

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(d) “*Change in Control*” shall have the meaning set forth in the Incentive Award Plan. Notwithstanding the foregoing, if a Change in Control constitutes a payment or benefit event with respect to any payment or benefit hereunder that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, such transaction or event will not be deemed a Change in Control unless the transaction qualifies as a “change in control event” within the meaning of Section 409A.

(e) “*Change in Control Protection Period*” means the period beginning on the date of the consummation of the Change in Control and ending on the first anniversary of such Change in Control.

(f) “*Code*” means the Internal Revenue Code of 1986, as amended.

(g) “*Date of Termination*” means the date of termination of your employment for any reason.

(h) “*Disability*” means an illness (mental or physical) or incapacity, 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.

(i) “*Employment Letter*” means that certain Employment Letter Agreement by and between you and the Company, dated June 22, 2020.

(j) “*Equity Awards*” means all stock options, restricted stock units, performance stock units and such other equity-based awards granted pursuant to the Incentive Award Plan. For the avoidance of doubt, “Equity Awards” shall not include any cash or cash-based awards granted pursuant to the Incentive Award Plan.

(k) “*Good Reason*” means:

- i. At any time other than the Change in Control Protection Period, the occurrence of one or more of the following conditions without your prior written consent: (A) a material reduction in your then-effective Base Pay (excluding any such reduction in connection with across-the-board Base Pay reductions for all or substantially all similarly situated employees), or (B) the relocation of your primary place of employment to a location more than 30 miles from Plano, TX; or
- ii. during the Change in Control Protection Period, the occurrence of one or more of the following conditions without your prior written consent: (A) a material reduction in your then-effective Base Pay or target Annual Bonus, (B) the relocation of your primary place of employment to a location more than 30 miles from your then-present work location, (C) a material diminution in your authority, duties or responsibilities for the Ribbon Entities, or (D) any material breach of any written agreement by and between any Ribbon Entity and you;

provided that, in each case of subsections (i) and (ii), you shall not have Good Reason unless and until (x) you give the Company written notice describing the occurrence of Good Reason within 30 days after such occurrence first occurs, (y) such occurrence is not corrected by the Company within 30 days after the Company’s receipt of such notice, and (z) you terminate employment no later than 30 days after the expiration of such 30-day correction period.



(l) “*Incentive Award Plan*” means Ribbon Communications Inc. 2019 Incentive Award Plan, as may be amended from time to time (or any successor equity incentive plan of Ribbon).

(m) “*Restrictive Covenants Agreement*” shall mean the Confidentiality, Non-Competition, Non-Solicitation and Assignment of Inventions Agreement dated June 22,2020, as referenced in Section 6 of the Employment Letter.

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

(o) “*Section 409A*” has the meaning set forth in Section 7 of this Agreement.

2. Term of Agreement. The term of this Agreement will commence as of the Effective Date and shall continue in effect until the earlier of (a) the third anniversary of the Effective Date; and (b) the date on which all payments or benefits required to be made or provided hereunder have been made or provided in their entirety (the “*Initial Term*”). Notwithstanding the foregoing, (i) on the third anniversary of the Effective Date and on each subsequent anniversary thereafter, this Agreement shall automatically renew and extend for a period of twelve (12) additional months (each such twelve (12)-month period, collectively with the Initial Term, the “*Term*”) unless written notice of non-renewal is delivered from either party to the other not less than six (6) months prior to the applicable date on which extension of the then-existing Term would occur, and (ii) in no event will the Term end prior to the first anniversary of the date of consummation a Change in Control.

3. Termination and Eligibility for Severance.

(a) Accrued Benefits. Upon any termination of your employment, you will be paid (i) any and all earned and unpaid portion of your Base Pay through the Date of Termination; (ii) any accrued but unused vacation pay owed to you in accordance with Company practices up to and including the Date of Termination; and (iii) any allowable and unreimbursed business expenses incurred through the Date of Termination that are supported by appropriate documentation in accordance with the Company’s applicable expense reimbursement policies. Hereafter, items (i) through (iii) in this Section 3 are referred to as “*Accrued Benefits*.” If termination of your employment is for any reason other than (A) by the Company without Cause (other than due to death or Disability) or (B) by you for Good Reason, you will be entitled to receive only the Accrued Benefits.

(b) Severance Payment. Subject to Sections 3(c), 6 and 7 of the Agreement:

(i) If the Company terminates your employment without Cause (other than as a result of your death or Disability) or if you terminate your employment with Good Reason, in each case, outside of the Change in Control Protection Period, then, in addition to the Accrued Benefits, the Company will provide you the following severance and related post-termination benefits:

(1) The Company shall, during the period beginning on the Date of Termination and ending on the twelve (12)-month anniversary of the Date of Termination, pay to you an amount equal to (A) twelve (12) months of your Base Pay as in effect immediately prior to the Date of Termination (or, in the case of termination by you with Good Reason due to material reduction in Base Pay, your Base Pay in effect immediately prior to such reduction) (the “*Non-CIC Severance Payment*”), and (B) an amount equal to the Annual Bonus you would have received, if any, had you remained employed through the end of the fiscal year in which the Date of Termination occurs, prorated based on the number of days you worked during such fiscal year and calculated based on actual achievement of the Ribbon Entity performance targets relating to such Annual Bonus (and assuming any individual, personal performance targets are achieved at target) (the “*Pro Rata Bonus*”);

(2) The Company shall pay you an amount equal to the aggregate sum of the Company's share of medical, dental and vision insurance premiums for you and your dependents for the period commencing on the Date of Termination and ending on the first anniversary thereof (as if you had remained employed and based on coverage as of immediately prior to termination). For the avoidance of doubt, if immediately prior to the termination of your employment you were required to contribute towards the cost of premiums as a condition of receiving such insurance, the payment hereunder will not cover any such contributions. The cash payment provided for in this Section 3(b)(i)(2) or Section 3(b)(ii)(2), as applicable, is referred to herein as the "*Continued Benefit Payment*";

(3) Unless otherwise explicitly set forth in the award agreement for the applicable Equity Award, each outstanding unvested Equity Award held by you immediately prior to the Date of Termination that is subject to vesting based solely upon your continuous service with the Company (collectively, "*Time-Based Equity Awards*") that would have vested during the twelve (12)-month period following the Date of Termination had you remained employed shall remain outstanding and on the Severance Commencement Date, (I) to the extent you have timely executed and not revoked the Release Agreement (as defined below), such Time-Based Equity Awards shall automatically vest and become exercisable (as applicable) or (II) to the extent you have not timely executed or have revoked the Release Agreement, such Time-Based Equity Awards will be forfeited for no consideration; and

(4) Unless otherwise explicitly set forth in the award agreement for the applicable Equity Award, each outstanding unvested Equity Award held by you immediately prior to the Date of Termination that is subject to vesting in whole or in part based on achievement of performance objective(s) (collectively, "*Performance-Based Equity Awards*") and is eligible to vest based on achievement of such performance objective(s) for performance periods ending prior to the Date of Termination or in which the Date of Termination occurs shall remain outstanding and on the Severance Commencement Date, (I) to the extent you have timely executed and not revoked the Release Agreement, (x) the portion of such unvested Performance-Based Equity Award that is eligible to vest based on achievement of performance objective(s) for performance periods ending prior to the Date of Termination shall remain eligible to vest and be settled (as applicable) in accordance with its terms based on actual performance, without regard for any requirement of continued employment, and (y) a prorated amount of the portion of such unvested Performance-Based Equity Award that is eligible to vest based on achievement of performance objective(s) for the applicable performance periods in which the Date of Termination occurs shall remain eligible to vest through the end of the fiscal year in which the Date of Termination occurs and be settled (as applicable) in accordance with its terms as if the last day of such fiscal year was the last day of the applicable performance period(s), based on performance targets established by the Company and actual performance through the end of such fiscal year, without regard for any requirement of continued employment, or (II) to the extent you have not timely executed or have revoked the Release Agreement, such Performance-Based Equity Awards will be forfeited for no consideration. The Company shall prorate the portion of each unvested Performance-Based Equity Award described in subsection (y) above based on the number of days of your employment during the performance period as compared to the total number of days in such performance period, with such prorated portion of such Performance-Based Equity Awards eligible to vest and become exercisable at the end of the fiscal year in which the Date of Termination occurs, based on the actual level of achievement of such performance objective(s) as of end of the applicable fiscal year (with the applicable performance objective(s) prorated for any shortened performance period). Any such determination by the Company shall be final and binding on all persons (including, without limitation, you). Notwithstanding anything to the contrary herein, settlement upon vesting (if any) of such Performance-Based Equity Awards described in subsection (ii) shall occur no later than March 15 of the calendar year immediately following the calendar year of the Date of Termination (or otherwise in compliance with Section 409A as required by their terms). For the avoidance of doubt, any Performance-Based Equity Award with respect to which performance vesting conditions have been determined to be fully satisfied prior to or as of the Date of Termination (or, which, in connection with a Change in Control or otherwise, was converted into an Equity Award solely subject to time-based vesting) shall be deemed to be a Time-Based Equity Award for purposes of this Severance Agreement.

(5) Subject to the provisions of Sections 3(c) and 7, (I) the Non-CIC Severance Payment shall be paid in equal installments during the twelve (12)-month period following the Date of Termination in accordance with the Company's normal payroll practices beginning on the first payroll date following the 60th day following the Date of Termination (such payroll date, the "*Severance Commencement Date*"), and with the first installment including any amounts that would have been paid had the Release Agreement been effective and irrevocable on the Date of Termination, (II) the Pro Rata Bonus shall be paid at the same time as annual bonus payments are made to similarly situated employees of the Company for the applicable year, but in no event shall be paid earlier than January 1 or later than December 31 of the calendar year following the year of termination, and (III) the Continued Benefit Payment shall be paid in lump sum on the Severance Commencement Date, in each case, less applicable federal, state and other applicable withholdings.

(ii) If the Company terminates your employment without Cause (other than as a result of your death or Disability) or if you terminate your employment with Good Reason, in each case, during the Change in Control Protection Period, then, in addition to the Accrued Benefits, the Company will provide you the following severance and related post-termination benefits:

(1) The Company shall pay to you a cash lump sum payment in an amount equal to (A) the sum of twelve (12) months of your Base Pay as in effect immediately prior to the Date of Termination and your target Annual Bonus for the calendar year in which the Date of Termination occurs (or in the case of termination by you with Good Reason due to material reduction in Base Pay and/or target Annual Bonus, your Base Pay and/or target Annual Bonus in effect immediately prior to such reduction, as applicable) (the "*CIC Severance Payment*"), and (B) the Pro Rata Bonus;

(2) The Company shall pay you an amount equal to the aggregate sum of the Company's share of medical, dental and vision insurance premiums for you and your dependents for the period commencing on the Date of Termination and ending on the first anniversary thereof (as if you had remained employed and based on coverage as of immediately prior to termination). For the avoidance of doubt, if immediately prior to the termination of your employment you were required to contribute towards the cost of premiums as a condition of receiving such insurance, the payment hereunder will not cover any such contributions; and

(3) Unless otherwise explicitly set forth in the award agreement for the applicable Equity Award, any unvested Equity Awards outstanding immediately prior to the Date of Termination shall automatically become fully vested and exercisable (as applicable) as of the Date of Termination; provided that any Performance-Based Equity Award shall vest assuming a target level of achievement for each applicable performance objective(s).

(4) Subject to the provisions of Sections 3(c) and 7, (I) the CIC Severance Payment shall be made in a lump sum on the Severance Commencement Date, (II) the Pro Rata Bonus shall be paid at the same time as annual bonus payments are made to similarly situated employees of the Company for the applicable year, but in no event shall be paid earlier than January 1 or later than December 31 of the calendar year following the year of termination, and (III) the Continued Benefit Payment shall be paid in lump sum on the Severance Commencement Date, in each case, less applicable federal, state and other applicable withholdings.

(c) **Release.** Any amounts payable pursuant to Section 3(b)(i) or Section 3(b)(ii), as applicable (collectively, the “*Severance Benefits*”), shall be in lieu of notice or any other severance benefits to which you might otherwise be entitled from any Ribbon Entity. Notwithstanding anything to the contrary herein, the Company’s provision of the Severance Benefits will be contingent upon your timely execution and non-revocation of a general waiver and release of claims agreement in a form to be provided by the Company (a “*Release Agreement*”), subject to the terms set forth herein. You will have twenty-one (21) days (or, in the event that your termination of employment is “in connection with an exit incentive or other employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967, as amended), forty-five (45) days) following your receipt of the Release Agreement to consider whether or not to accept it. If the Release Agreement is signed and delivered by you to the Company, you will have seven (7) days from the date of delivery to revoke your acceptance of such agreement (the “*Revocation Period*”). If you do not timely execute or if you subsequently revoke the Release Agreement, you shall be required to pay to the Company, immediately upon demand therefor, the amount of any payments or benefits you received in connection with any portion of Equity Awards that was eligible to vest pursuant to Section 3(b) (including, without limitation, proceeds received or realized by you from the sale or surrender of any shares underlying such Equity Awards in connection with applicable tax withholding).

(d) The provisions of this Section 3 shall supersede in their entirety any severance payment provisions in any severance plan, severance policy, severance program or other severance arrangement maintained by the Company or any of its affiliates (or any of their respective predecessors). The Company shall have no further obligation to you in the event of termination of your employment for any reason at any time, other than those obligations specifically set forth in this Section 3.

4. Resignation from Board, Officer and Other Positions. Unless otherwise determined by the Board, in the event that your employment is terminated for any reason (whether during or after the Term), you shall be deemed, effective as of the date of such termination, to resign (a) if a director, from the Board or similar board of directors of any direct or indirect parent, subsidiary or affiliate of the Company and (b) from any position with the Company or any direct or indirect parent, subsidiary or affiliate of the Company, including as an officer of the Company or any of its direct or indirect parents, subsidiaries or affiliates.

5. Mitigation. You shall not be required to mitigate the amount of any payment or benefit provided for in Section 3 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in Section 3 be reduced by any compensation earned by you as the result of employment by another employer or by retirement benefits after the Date of Termination or otherwise, subject to Section 6; provided, however, that any loans, advances or other amounts owed by you to the Company may be offset by the Company and its affiliates against amounts payable to you under Section 3 to the greatest extent permitted by applicable law.

6. Restrictive Covenants and Other Conditions. You acknowledge and agree that you are a party to that certain Restrictive Covenant Agreement, and such agreement remains in full force and effect. In the event of (a) your material breach of the Restrictive Covenant Agreement, (b) your engagement in any act or omission after the Date of Termination that would have constituted "Cause" under subsections (ii) through (iv), (xii) or (xiii) of the definition thereof (without regard for any cure periods therein) for termination of your employment had you remained employed after the Date of Termination, or (c) the Company's determination in good faith that facts or circumstances existed on the Date of Termination that, if known by the Company on the Date of Termination, would have constituted Cause, the Company shall be entitled to cease all payments and benefits pursuant to Section 3(b), all Equity Awards that vested pursuant to Section 3(b) and any shares of Company stock you received with respect thereto shall immediately be forfeited, without payment therefor, and you shall be required to pay to the Company, immediately upon demand therefor, the amount of any proceeds realized by you from the sale of any such shares.

7. Section 409A Tax Implications. Any payments or benefits required to be provided under this Agreement that is subject to Section 409A of the Code shall be provided only after the date of your "separation from service" with the Company as defined under Section 409A of the Code and the regulations and guidance issued thereunder (collectively, "*Section 409A*"). The following rules shall apply with respect to distribution of the payments and benefits, if any, to be provided to you under this Agreement:

(a) To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A. Each installment of the payments and benefits provided hereunder shall be treated as a separate "payment" for purposes of Section 409A. If and to the extent (i) any portion of any payment, compensation or other benefit provided to you pursuant to this Agreement in connection with your termination of employment constitutes "nonqualified deferred compensation" within the meaning of Section 409A and (ii) you are a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, in each case as determined by the Company in accordance with its procedures, by which determinations you agree that you are bound, such portion of the payment, compensation or other benefit shall not be paid until the first business day that is six (6) months plus one (1) day or more after the date of "separation from service" (as determined under Section 409A) (the "*New Payment Date*"), except such earlier date as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to you during the period between the date of separation from service and the New Payment Date shall be paid to you in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

(b) The Company and its employees, agents and representatives make no representations or warranty and shall have no liability to you or any other person if any provisions of or payments, compensation or other benefits under this Agreement are determined to constitute nonqualified deferred compensation subject to Section 409A but do not satisfy the conditions of that section. Notwithstanding any provision of this Agreement to the contrary, in the event that following the Effective Date the Board determines that this Agreement may be subject to Section 409A, the Board may (but is not obligated to), without your consent, adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Board determines are necessary or appropriate to (i) exempt this Agreement from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to this Agreement or (ii) comply with the requirements of Section 409A and thereby avoid the application of any penalty taxes under Section 409A.

8. Section 280G. If any payment or benefit you would receive or retain under this Severance Agreement, when combined with any other payment or benefit you receive or retain in connection with a “change in control event” within the meaning of Section 280G of the Code and the regulations and guidance thereunder (“*Section 280G*”), would (a) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (b) but for this Section 8, be subject to the excise tax imposed by Section 4999 of the Code (the “*Excise Tax*”), then such Payment shall be either payable in full or in such lesser amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employment taxes, income taxes, and the Excise Tax, results in your receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. All determinations required to be made under this Section 8, including whether and to what extent the Payment shall be reduced and the assumptions to be utilized in arriving at such determination, shall be made by a nationally recognized certified public accounting firm or consulting firm experience in matters regarding Section 280G of the Code as may be designated by the Company (the “*280G Advisor*”). The 280G Advisor shall provide detailed supporting calculations both to you and the Company at such time as is requested by the Company. All fees and expenses of the 280G Advisor shall be borne solely by the Company. Any final determination by the 280G Advisor shall be binding upon you and the Company. For purposes of making the calculations required by this Section 8, the 280G Advisor may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Sections 280G and 4999 of the Code.

9. Withholding. The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges that the Company is required to withhold. The Company shall be entitled to rely on an opinion or advice of counsel if any questions as to the amount or requirement of withholding arise.

10. Miscellaneous.

- (a) This Agreement, together with any written employment agreement or offer letter to which you may be a party and any agreements referenced herein, will constitute our entire agreement as to your employment by the Company and will supersede any prior agreements or understandings, whether in writing or oral, with respect to the subject matter hereof, other than with respect to any agreements between you and the Company with respect to confidential information, intellectual property, non-competition, non-solicitation, non-disparagement, nondisclosure of proprietary information, inventions and injunctive relief, including, without limitation, the Restrictive Covenant Agreement.
- (b) This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

- (c) The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding and enforceable and except to the extent necessary to reform or delete such illegal or unenforceable provision, this Agreement shall remain unmodified and in full force and effect.
- (d) This Agreement is personal in nature and neither of the parties hereto shall, without the written consent of the other, assign or otherwise transfer this Agreement or its obligations, duties and rights under this Agreement; provided, however, that in the event of the merger, consolidation, transfer or sale of all or substantially all of the assets of the Company, the Company may assign its rights and obligations hereunder and, in the event of such assignment, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall be solely obligated to discharge and perform all of the promises, covenants, duties and obligations of the Company hereunder.
- (e) All notices shall be in writing and shall be delivered personally (including by courier), by overnight receipted courier service (such as UPS or Federal Express) or sent by certified, registered or express mail, postage prepaid, to the Company at the following address: Ribbon Communications Legal Department, 3605 E. Plano Parkway, Plano, Texas 75074, Attn: Head of Legal, and to you at the most current address we have in your employment file. Any such notice shall be deemed given when so delivered personally or, if by certified, registered or express mail, postage prepaid mailed, forty-eight (48) hours after the date of deposit in the mail. Any party may, by notice given in accordance with this paragraph to the other party, designate another address or person for receipt of notices hereunder.
- (f) Arbitration.
- (i) Any controversy, dispute or claim arising out of or relating to this Agreement or the breach hereof which cannot be settled by mutual agreement will be finally settled by binding arbitration in the county where you performed your principal work duties for the Company, 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. You acknowledge receipt of the applicable AAA Employment Arbitration Rules and Mediation Procedures which may be found at the AAA website here <https://www.adr.org/Rules>. The arbitrator may enter a default decision against any party who fails to participate in the arbitration proceedings.
- ii. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. shall govern the interpretation and enforcement of this arbitration clause. 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 arbitration will be borne as provided in the AAA Costs of Arbitration section, and each party will bear the fees and expenses of its own attorney, unless the arbitrator finds that a statutory award of attorneys' fees and/or costs is appropriate.

- iv. The parties waive their rights to a class or collective action. The parties agree that claims may not be joined, consolidated, or heard together with claims of any other current or former employee of the Company or other third party.
- v. The parties agree that this Section 10(f) has been included to resolve any disputes between them with respect to this Agreement or your employment, and that this Section 10(f) will be grounds for dismissal of any court action commenced by either party with respect to this Agreement, other than post-arbitration actions seeking to enforce an arbitration award or actions seeking an injunction or temporary restraining order and other than claims for unemployment insurance benefits or workers compensation benefits or other claims which by law cannot be subject to a mandatory arbitration agreement. 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 class or collection action or a trial by jury in or with respect to such litigation.
- vi. 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; notwithstanding the foregoing, nothing herein shall restrict you from communicating with a government agency or engaging in protected concerted activity that cannot be waived by such an agreement not to disclose.

(g) This Agreement shall be governed by and interpreted in accordance with the laws of Texas, without regard to the conflict of laws provisions thereof or of any other jurisdiction.

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

\* \* \* \* \*



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

EXECUTIVE:

/s/ Miguel Lopez

COMPANY:

By: /s/ Bruce McClelland

Name: Bruce McClelland

Title: President, Chief Executive Officer and Director

*Signature Page to Severance Agreement*

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