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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM S-8**

**REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**RIBBON COMMUNICATIONS INC.**

(Exact Name of Registrant as Specified in Its Charter)

**DELAWARE**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**82-1669692**  
(I.R.S. Employer  
Identification No.)

**6500 Chase Oaks Boulevard, Suite 100, Plano, Texas 75023**  
(Address of Principal Executive Office)( Zip Code)

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**RESTRICTED STOCK UNIT AWARD AGREEMENT (TIME-BASED VESTING)  
RESTRICTED STOCK UNIT AWARD AGREEMENT (FINANCIAL PERFORMANCE-BASED VESTING)  
RESTRICTED STOCK UNIT AWARD AGREEMENT (STOCK PRICE-BASED VESTING)  
(GRANTED AS EMPLOYMENT INDUCEMENT AWARDS OUTSIDE OF A PLAN)  
(Full title of the plan)**

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**Patrick W. Macken**  
**Executive Vice President, Chief Legal Officer and Corporate Secretary**  
**6500 Chase Oaks Boulevard,**  
**Suite 100, Plano, Texas 75023**  
(Name and address of Agent for Service)

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**(978) 614-8100**  
(Telephone Number of agent for service)

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**Copy to:**  
**David W. Ghegan, Esquire**  
Troutman Pepper Hamilton Sanders LLP  
600 Peachtree Street, N.E.  
Suite 3000  
Atlanta, Georgia 30308  
(404) 885-3139

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 7(a)(2)(B) of the Securities Act.

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## EXPLANATORY NOTE

This registration statement registers 937,660 shares of common stock that may be issued upon the vesting and settlement of the following inducement awards granted to John Townsend (the “Inducement Awards”) as a material inducement for his employment with Ribbon Communications Inc. (the “Registrant” or the “Company”): (i) time-based restricted stock units, in accordance with the terms of the Restricted Stock Unit Award Agreement (Time-Based Vesting), by and between the Registrant and John Townsend; (ii) performance-based restricted stock units, in accordance with the terms of the Restricted Stock Unit Award Agreement (Financial Performance-Based Vesting), by and between the Registrant and John Townsend; and (iii) stock price-based restricted stock units, in accordance with the terms of the Restricted Stock Unit Award Agreement (Stock Price-Based Vesting), by and between the Registrant and John Townsend. The Inducement Awards were approved by the compensation committee of the Registrant’s board of directors in reliance on the employment inducement exception to shareholder approval provided under Nasdaq Listing Rule 5635(c)(4).

### PART I INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of this Registration Statement on Form S-8 (the “Registration Statement”) is omitted from this filing in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”), and the introductory note to Part I of the Registration Statement on Form S-8. The documents containing the information specified in Part I will be delivered to Mr. Townsend as required by Rule 428(b)(1) under the Securities Act.

### PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference

The Registrant hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the “Commission”):

- (1) The Registrant’s [Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the Commission on February 28, 2024](#);
- (2) The Registrant’s Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2024, June 30, 2024 and September 30, 2024, filed with the Commission on [May 15, 2024](#), [July 29, 2024](#) and [October 24, 2024](#), respectively;
- (3) The Registrant’s Current Reports on Form 8-K filed with the Commission on [March 13, 2024](#); [June 6, 2024](#); [June 24, 2024](#); [August 13, 2024](#); and [October 4, 2024](#); and
- (4) The description of the Registrant’s common stock contained the Registration Statement on [Form S-3, filed with the Commission on April 4, 2023](#), including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with Commission rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

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**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

The Company is governed by the General Corporation Law of the State of Delaware, or the DGCL. Section 102 of the DGCL permits a corporation to eliminate the personal liability of directors and certain officers of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director or applicable officer, except where the director or officer breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, obtained an improper personal benefit, with respect to directors, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or, with respect to officers, an action is by or in the right of the corporation. The Company's Restated Certificate of Incorporation, as amended (the "Certificate of Incorporation"), provides that no director or applicable officer of the Company shall be personally liable to the Company or its stockholders for monetary damages for any breach of fiduciary duty as director, notwithstanding any provision of law imposing such liability, except to the extent that applicable law prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty.

Section 145 of the DGCL provides that a corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person was or is an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such officer, director, employee or agent acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the corporation's best interest and, for criminal proceedings, had no reasonable cause to believe that such person's conduct was unlawful. A Delaware corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or contemplated action or suit by or in the right of such corporation, under the same conditions, except that such indemnification is limited to expenses (including attorneys' fees) actually and reasonably incurred by such person, and except that no indemnification is permitted without judicial approval if such person is adjudged to be liable to such corporation. Where an officer or director of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, or any claim, issue or matter therein, the corporation must indemnify that person against the expenses (including attorneys' fees) which such officer or director actually and reasonably incurred in connection therewith.

The Certificate of Incorporation provides that the Company's directors and officers are to be indemnified by the Company to the fullest extent permitted by Section 145 of the DGCL, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such person in connection with such action, suit or proceeding and any appeal therefrom, and such indemnification shall continue as to an indemnitee who has ceased to be a director, trustee, officer, employee or agent.

The Company's Amended and Restated By-Laws (the "By-Laws") provide that the Company shall indemnify, to the fullest extent permitted by applicable law, as the same exists or may be amended, any person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of being or having been a director or officer of the Company; or while a director or officer of the Company, serving or having served at our request as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith.

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The By-Laws further provide that the right to indemnification shall include the right to be paid by the Company the expenses (including attorneys' fees) incurred in defending any such proceeding in advance of its final disposition; provided, however, that, to the extent required by law, such advancement of expenses shall be made only upon our receipt of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under the By-laws or otherwise.

The Company may, but is not obligated to, purchase and maintain insurance at its expense on behalf of any such person.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits**

<b>Exhibit Number</b>	<b>Description</b>
<a href="#"><u>4.1</u></a>	<a href="#"><u>Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K12B, filed October 30, 2017 with the SEC).</u></a>
<a href="#"><u>4.2</u></a>	<a href="#"><u>Certificate of Amendment of the Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed November 28, 2017 with the SEC).</u></a>
<a href="#"><u>4.3</u></a>	<a href="#"><u>Second Certificate of Amendment to the Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed August 4, 2023 with the SEC).</u></a>
<a href="#"><u>4.4</u></a>	<a href="#"><u>Amended and Restated By-Laws of the Registrant (incorporated by reference to Exhibit 3.3 to the Registrant's Annual Report on Form 10-K, filed March 8, 2018 with the SEC).</u></a>
<a href="#"><u>5.1*</u></a>	<a href="#"><u>Opinion of Troutman Pepper Hamilton Sanders LLP.</u></a>
<a href="#"><u>23.1*</u></a>	<a href="#"><u>Consent of Independent Registered Public Accounting Firm, Deloitte &amp; Touche LLP.</u></a>
<a href="#"><u>23.2*</u></a>	<a href="#"><u>Consent of Troutman Pepper Hamilton Sanders LLP (included in Exhibit 5.1 hereto).</u></a>
<a href="#"><u>24.1*</u></a>	<a href="#"><u>Power of Attorney (contained on signature page hereto).</u></a>
<a href="#"><u>99.1*</u></a>	<a href="#"><u>Restricted Stock Unit Award Agreement with John Townsend (Time-Based Vesting).</u></a>
<a href="#"><u>99.2*</u></a>	<a href="#"><u>Restricted Stock Unit Award Agreement with John Townsend (Financial Performance-Based Vesting).</u></a>
<a href="#"><u>99.3*</u></a>	<a href="#"><u>Restricted Stock Unit Award Agreement with John Townsend (Stock Price Based-Vesting).</u></a>
<a href="#"><u>107.1*</u></a>	<a href="#"><u>Filing Fee Table.</u></a>

\* Filed herewith.

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## Item 9. Undertakings.

(a) The undersigned Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

*provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) shall not apply if the Registration Statement is on Form S-8, and the information required to be included on a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Plano, Texas on October 28, 2024.

### RIBBON COMMUNICATIONS INC.

By: /s/ Bruce McClelland

Bruce McClelland

President, Chief Executive Officer & Director

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Bruce McClelland and Patrick W. Macken as his or her true and lawful attorneys-in-fact and agents, with full power of substitution, for him or her and in his or her name, place and stead, in any and all capacities to sign this Registration Statement and any and all amendments thereto (including post-effective amendments), and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as they, he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or their, his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement on Form S-8 has been signed by the following persons in the capacities indicated on the dates indicated.

Signature	Title	Date
<u>/s/ Bruce McClelland</u> Bruce McClelland	President, Chief Executive Officer and Director (Principal Executive Officer)	October 28, 2024
<u>/s/ Miguel A. Lopez</u> Miguel A. Lopez	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	October 28, 2024
<u>/s/ Eric Marmurek</u> Eric Marmurek	Senior Vice President, Deputy Chief Financial Officer and Chief Accounting Officer (Principal Accounting Officer)	October 28, 2024
<u>/s/ Shaul Shani</u> Shaul Shani	Director	October 28, 2024
<u>/s/ Stewart Ewing</u> Stewart Ewing	Director	October 28, 2024
<u>/s/ Bruns H. Grayson</u> Brun H. Grayson	Director	October 28, 2024
<u>/s/ Beatriz V. Infante</u> Beatriz V. Infante	Director	October 28, 2024
<u>/s/ Scott Mair</u> Scott Mair	Director	October 28, 2024
<u>/s/ Rick W. Smith</u> Rick W. Smith	Director	October 28, 2024
<u>/s/ Tanya Tamone</u> Tanya Tamone	Director	October 28, 2024

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October 28, 2024

Ribbon Communications Inc.  
6500 Chase Oaks Boulevard  
Suite 100  
Plano, Texas 75023

Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Ribbon Communications Inc., a Delaware corporation (the "Company"), in connection with the filing by the Company of the above-referenced Registration Statement on Form S-8 (the "Registration Statement") with the United States Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), which relates to the issuance of up to 937,660 shares (the "Shares") of common stock, \$0.0001 par value per share (the "Common Stock"), that may be issued pursuant to equity grants to John Townsend pursuant to an employment inducement award within the meaning of Nasdaq Listing Rule 5635(c)(4) (the "Employment Inducement Award").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements, and other instruments, certificates, orders, opinions, correspondence with public officials, certificates provided by the Company's officers and representatives, and other documents as we have deemed necessary or advisable for the purposes of rendering the opinion set forth herein, including (i) the corporate and organizational documents of the Company, including the Restated Certificate of Incorporation as amended to date (the "Certificate"), and the Amended and Restated By-Laws, as amended to date, (ii) the resolutions (the "Resolutions") of the Board with respect to the offering and issuance of the Shares under the Employment Inducement Award and certain related matters, (iii) the award agreements comprising the Employment Inducement Award, (iv) the Registration Statement and exhibits thereto and (v) the prospectus related to the Registration Statement.

For purposes of the opinion expressed below, we have assumed (i) the authenticity of all documents submitted to us as originals, (ii) the conformity to the originals of all documents submitted as certified, photostatic or electronic copies and the authenticity of the originals thereof, (iii) the legal capacity of natural persons, (iv) the genuineness of signatures not witnessed by us, (v) the due authorization, execution and delivery of all documents by all parties, other than the Company, and the validity, binding effect and enforceability thereof and (vi) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

Based on the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, we are of the opinion that the Shares have been duly authorized and, when and if issued in accordance with the Certificate, the Employment Inducement Award, the Registration Statement and the Resolutions (assuming that, upon any issuance of the Shares, the total number of shares of Common Stock issued and outstanding will not exceed the total number of shares of Common Stock that the Company is then authorized to issue under the Certificate), the Shares will be validly issued, fully paid and nonassessable.

We express no opinion as to the effect of the laws of any state or jurisdiction other than the federal laws of the United States of America and the State of Delaware or as to the securities or blue sky laws of any state (including, without limitation, Delaware), municipal law or the laws of any local agencies within any state (including, without limitation, Delaware). This opinion is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein.

Our opinion is as of the date hereof and we have no responsibility to update this opinion for events and circumstances occurring after the date hereof or as to facts relating to prior events that are subsequently brought to our attention and we disavow any undertaking to advise you of any changes in law.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules or regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Troutman Pepper Hamilton Sanders LLP

Troutman Pepper Hamilton Sanders LLP

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 28, 2024 relating to the financial statements of Ribbon Communications Inc. and the effectiveness of Ribbon Communications Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K of Ribbon Communications Inc. for the year ended December 31, 2023.

/s/ Deloitte & Touche LLP

Dallas, Texas  
October 28, 2024

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**Ribbon Communications Inc.****Restricted Stock Unit Award Agreement  
(Time-Based Vesting)**

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made effective as of the date set forth in the table below (the "Grant Date") between Ribbon Communications Inc., a Delaware corporation (the "Company"), and the participant listed in the table below (the "Participant").

Participant:	John Townsend
Grant Effective Date:	October 15, 2024
Number of Restricted Stock Units:	230,769

RECITALS

WHEREAS, the Board has determined that it is in the best interests of the Company and its stockholders to, as an inducement material to the decision by the Participant to accept employment with the Company, grant to the Participant the Restricted Stock Units (as defined below) described herein pursuant to the terms set forth below; and

WHEREAS, the award of the Restricted Stock Units pursuant to this Agreement (this "Award") is being made and granted as a stand-alone award and not granted under the Ribbon Amended and Restated 2019 Incentive Award Plan, as amended (the "Plan").

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. *Award of Restricted Stock Units.* Subject to the terms and conditions of the Plan and this Agreement and in consideration of employment services rendered and to be rendered by the Participant to the Company and its subsidiaries, the Company hereby grants to the Participant restricted stock units (the "Restricted Stock Units") as set forth in the table above. Each Restricted Stock Unit entitles the Participant to one share of Company Common Stock upon vesting in accordance with the terms of this Agreement.

2. *Vesting of Restricted Stock Units.*

(a) Upon the vesting of the Award, as described in this Section, the Company shall deliver for each Restricted Stock Unit ("RSUs") that becomes vested, one (1) share of Company Common Stock. The Company Common Stock shall be delivered as soon as practicable following each vesting date or event set forth below, but in any case within 30 days after such date or event.

(b) Subject to Section 2(c) and Section 3, (i) 128,205 RSUs become vested and payable to the Participant on the first anniversary of the Grant Date and (ii) 25,641 RSUs shall become vested and payable to the Participant every six months thereafter, in each case, so long as the Participant remains employed with the Company and its subsidiaries through such applicable vesting date.

(c) Notwithstanding Section 2(b), and except as set forth in an employment agreement and/or severance agreement between Participant and the Company, effective immediately prior to the consummation of an Acquisition, the unvested Restricted Stock Units that would vest within twelve (12) months following the date of such Acquisition shall immediately vest and become exercisable. Thereafter, the remaining unvested Restricted Stock Units shall continue to vest pursuant to the vesting schedule set forth above; provided that such vesting schedule shall be shortened by twelve (12) months.

### 3. *Termination of Employment.*

(a) Subject to Section 2(c) and the terms of any employment or severance agreement between Participant and the Company, and notwithstanding any other provision of the Plan to the contrary, upon the termination of the Participant's employment for any reason, the Award, to the extent not yet vested, shall immediately and automatically terminate and be forfeited for no consideration; provided, however, that the Board may, in its sole and absolute discretion agree to accelerate the vesting of the Award, upon termination of employment or otherwise, for any reason or no reason, but shall have no obligation to do so.

(b) For purposes of the Plan and the Award, a termination of employment shall be deemed to have occurred on the date upon which the Participant ceases to perform active employment duties for the Company or its subsidiaries following the provision of any notification of termination or resignation from employment, and without regard to any period of notice of termination of employment (whether expressed or implied) or any period of severance or salary continuation. The occurrence of a termination of employment shall be determined by the Board in accordance with Section 3 of the Plan. Notwithstanding any other provision of the Plan, the Award, this Agreement or any other agreement (written or oral) to the contrary, the Participant shall not be entitled (and by accepting an Award, thereby irrevocably waives any such entitlement) to any payment or other benefit to compensate the Participant for the loss of any rights under the Plan as a result of the termination or expiration of an Award in connection with any termination of employment. No amounts earned pursuant to the Plan or any Award shall be deemed to be eligible compensation in respect of any other plan of the Company or any of its subsidiaries.

4. *No Assignment.* Except as expressly permitted under the Plan, this Agreement may not be assigned by the Participant by operation of law or otherwise.

5. *No Rights to Continued Employment.* The granting of this Award evidenced hereby and this Agreement shall impose no obligation on the Company or any of its affiliates to continue the employment or service of the Participant and shall not lessen or affect any right that the Company or any of its affiliates may have to terminate the service of such Participant. The Participant shall remain an "at will" employee.

6. *Governing Law.* This Agreement will be governed by and interpreted and construed in accordance with the internal laws of the State of Delaware (without reference to principles of conflicts or choice of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and metrics.

7. *Tax Obligations.* As a condition to the granting of the Award and the vesting thereof, the Participant acknowledges and agrees that he/she is responsible for the payment of income and employment taxes (and any other taxes required to be withheld) payable in connection with the vesting and/or settlement of an Award. Accordingly, the Participant agrees to remit to the Company or any applicable subsidiary an amount sufficient to pay such taxes. Such payment shall be made to the Company or the applicable subsidiary of the Company in a form that is reasonably acceptable to the Company, as the Company may determine in its sole discretion, consistent with Section 11(e) of the Plan. Notwithstanding the foregoing (but subject to Section 11(e) of the Plan), the Company may, in its discretion, retain and withhold from delivery at the time of vesting that number of shares of Company Common Stock having a fair market value equal to the taxes owed by the Participant, which retained shares shall fund the payment of such taxes by the Company on behalf of the Participant. The Participant acknowledges that he or she is responsible for reviewing with his or her own tax advisors the federal, state, local and other tax consequences of the transactions contemplated by this Agreement. The Participant acknowledges that he or she is not relying on any statements or representations of the Company or any of its agents.

8. *Notices.* Any notification required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or within three (3) days of deposit with the United States Postal Service or the local equivalent of the United States Postal Service, by registered or certified mail, with postage and fees prepaid. A notice shall be addressed to the Company, Attention: General Counsel, at its principal executive office and to the Participant at the address he or she most recently provided to the Company.

9. *Failure to Enforce Not a Waiver.* The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

10. *Amendments.* This Agreement may be amended or modified only by a written agreement signed by the Company and the Participant; provided, however, that the Board may amend or alter this Agreement and the Award granted hereunder at any time, subject to the terms of the Plan.

11. *Authority.* The Board has complete authority and discretion to determine Awards, and to interpret and construe the terms of the Plan and this Agreement. The determination of the Board as to any matter relating to the interpretation or construction of the Plan or this Agreement shall be final, binding and conclusive on all parties. All references in this Agreement to the "Board" shall mean the Board or a Committee or officers referred to in Section 3(c) of the Plan to the extent that the Board's powers or authority under this Agreement have been delegated to such Committee or officers.

12. *Successors.* This Agreement will bind and inure to the benefit of the parties and their respective successors, permitted assigns, heirs, devisees, and legal representatives.

13. *Entire Agreement.* Except as set forth herein, this Agreement and the Plan supersede all prior agreements, whether written or oral and whether express or implied, between the Participant and the Company relating to the subject matter of this Agreement.

14. *Rights as a Stockholder.* The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock of the Company underlying or relating to any Award (including, without limitation, rights to vote or dividends) until the issuance of a stock certificate to the Participant in respect of such Award (or such shares of Common Stock are evidenced through book entry).

15. *Clawback.* The Award (including any proceeds, gains or other economic benefit actually or constructively received by the Participant upon any receipt of the Award or upon the receipt or resale of Common Shares underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of applicable law, including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

16. *Severability.* The provisions of this Agreement are severable and if any one or more provisions are deemed to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. *Section 409A.*

(a) This Agreement is intended to comply with or be exempt from Section 409A of the Code (together with the Department of Treasury regulations and other interpretive guidance issued thereunder (including, without limitation, any such regulations or other guidance issued after the Grant Date, "Section 409A") and, to the extent applicable, this Agreement shall be interpreted in accordance with Section 409A.

(b) If and to the extent (i) any portion of any payment, compensation or other benefit provided to the Participant pursuant to this Agreement in connection with his or her employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A and (ii) the Participant is 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 the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Section 409A) (the "New Payment Date"), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

(c) Notwithstanding any other provision of the Plan or this Agreement, if at any time the Board determines that the Restricted Stock Units (or any portion thereof) may be subject to Section 409A, the Board shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to 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, as the Board determines are necessary or appropriate for Restricted Stock Units to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from the Participant or any other individual to the Company or any of its affiliates, employees or agents.

18. *Captions.* The captions of the sections of this Agreement are for reference only and will not affect the interpretation or construction of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

**RIBBON COMMUNICATIONS INC.**

By: /s/ Patrick Macken

Name: Patrick Macken

Title: EVP, Chief Legal Officer

[Restricted Stock Unit Agreement – Time-Based Vesting]

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## Ribbon Communications Inc.

## Restricted Stock Unit Award Agreement (Performance-Based Vesting)

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement"), is made effective as of the date set forth in the table immediately below (the "Grant Date"), between Ribbon Communications Inc., a Delaware corporation (the "Company"), and the participant named in the table immediately below (the "Participant").

Participant:	John Townsend
Grant Effective Date:	October 15, 2024
Number of Restricted Stock Units Subject to Vesting Based on Company Performance Metrics ("Annual Performance PSUs"):	138,461
Number of Restricted Stock Units Subject to Vesting Based on Company Performance Metrics ("TSR PSUs"):	92,308

RECITALS

WHEREAS, the Board has determined that it is in the best interests of the Company and its stockholders to, as an inducement material to the decision by the Participant to accept employment with the Company, grant to the Participant the Restricted Stock Units (as defined below) described herein pursuant to the terms set forth below; and

WHEREAS, the award of the Restricted Stock Units pursuant to this Agreement (this "Award") is being made and granted as a stand-alone award and not granted under the Ribbon Amended and Restated 2019 Incentive Award Plan, as amended (the "Plan").

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. *Award of Restricted Stock Units.*
    - a. Subject to the terms and conditions of the Plan and this Agreement and in consideration of employment services rendered and to be rendered by the Participant to the Company, the Company hereby grants to the Participant the restricted stock units (the "Restricted Stock Units" or "PSUs") set forth in the table immediately above. Each Restricted Stock Unit entitles the Participant to such number of shares of Common Stock, subject to continued employment, upon vesting as is determined pursuant to Section 2 hereof.
    - b. This Award is being made and granted as a stand-alone award, separate and apart from, and outside of, the Plan, and shall not constitute an award granted under or pursuant to the Plan. Notwithstanding the foregoing, the terms, conditions and definitions set forth in the Plan (other than Section 11(i) of the Plan) shall apply to the Agreement and the Restricted Stock Units awarded hereunder as if the Restricted Stock Units had been granted under the Plan, and the Agreement shall be subject to such terms, conditions and definitions, which are hereby incorporated into this Agreement by reference (and any references to the Plan in this Agreement shall solely be interpreted to be references to the substance of the provisions of the Plan so incorporated, but shall not in any way imply or indicate that this Award was granted under the Plan). For the avoidance of doubt, the Restricted Stock Units awarded under this Agreement shall not be counted for purposes of calculating the aggregate number of shares of Common Stock that may be issued or transferred pursuant to awards under the Plan as set forth in Section 4(a) of the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall control.
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- c. This Award is intended to constitute an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4), and consequently is intended to be exempt from the NASDAQ rules regarding shareholder approval of stock option and stock purchase plans. This Agreement and the terms and conditions of the PSUs shall be interpreted in accordance and consistent with such exemption.

2. *Vesting of Restricted Stock Units.*

- a. Upon the vesting of the Award, as described in this Section and Schedule 1 attached hereto, the Company shall deliver for each Restricted Stock Unit that vests, the number of shares of Common Stock as is determined pursuant to Schedule 1. The Common Stock shall be delivered as soon as practicable following the Vesting Date (as defined in Schedule 1), but in any case within 30 days after such date.
- b. Subject to Section 2(c) and Section 3, the Restricted Stock Units shall vest in accordance with the terms set forth in Schedule 1 attached hereto.
- c. Notwithstanding Section 2(b), upon the Participant’s termination of employment, the Award shall become subject to the acceleration of vesting to the extent provided in Schedule 1 attached hereto or under the terms of the Participant’s employment or severance agreement with the Company, subject to any terms and conditions set forth in the Plan or imposed by the Board (including in Schedule 1 hereto).

3. *Termination of Employment.* Subject to Section 2(b) and Section 2(c) and notwithstanding any other provision of the Plan to the contrary, upon the termination of the Participant’s employment with the Company and its subsidiaries, the Award, to the extent not yet vested and not eligible to vest thereafter, shall immediately and automatically terminate; provided, however, that the Board may, in its sole and absolute discretion agree to accelerate the vesting of all or any portion of the Award, to the extent not vested previously, upon the Participant’s termination of employment or otherwise, for any reason or no reason, but shall have no obligation to do so.

For purposes of the Plan and the Award, a termination of employment shall be deemed to have occurred on the date upon which the Participant ceases to perform employment duties for the Company or its subsidiaries following the provision of any notification of termination or resignation from employment, and without regard to any period of notice of termination of employment (whether expressed or implied) or any period of severance or salary continuation. Notwithstanding any other provision of the Plan, the Award, this Agreement or any other agreement (written or oral) to the contrary, the Participant shall not be entitled (and by accepting an Award, thereby irrevocably waives any such entitlement) to any payment or other benefit to compensate the Participant for the loss of any rights under the Plan as a result of the termination or expiration of an Award in connection with any termination of employment. No amounts earned pursuant to the Plan or any Award shall be deemed to be eligible compensation in respect of any other plan of the Company or any of its subsidiaries.

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4. *No Assignment.* Except as expressly permitted under the Plan, this Agreement may not be assigned by the Participant by operation of law or otherwise.

5. *No Rights to Continued Employment.* The granting of the Award evidenced hereby and this Agreement shall impose no obligation on the Company or any of its affiliates to continue the employment or service of the Participant and shall not lessen or affect any right that the Company or any of its affiliates may have to terminate the employment and/or service of such Participant. The Participant shall remain an “at will” employee.

6. *Governing Law.* This Agreement will be governed by and interpreted and construed in accordance with the internal laws of the State of Delaware (without reference to principles of conflicts or choice of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and metrics.

7. *Tax Obligations.* As a condition to the granting of the Award and the vesting and settlement thereof, the Participant acknowledges and agrees that he/she is responsible for the payment of income and employment taxes (and any other taxes) payable in connection with the grant, vesting and settlement of an Award. Accordingly, the Participant agrees to remit to the Company or any applicable affiliate an amount sufficient to pay any such taxes that are required to be withheld by the Company in connection with the Award. Such payment shall be made to the Company or the applicable affiliate of the Company in a form that is reasonably acceptable to the Company or the applicable affiliate, as the Company or affiliate may determine in its sole discretion. Notwithstanding the foregoing, the Company may retain and withhold from delivery at the time of vesting or settlement that number of shares of Common Stock having a fair market value equal to the taxes to be withheld with respect to the Award, which retained shares shall fund the payment of such taxes by the Company on behalf of the Participant. The Participant acknowledges that he or she is responsible for reviewing with his or her own tax advisors the federal, state, local and other tax consequences of the transactions contemplated by this Agreement. The Participant acknowledges that he or she is not relying on any statements or representations of the Company or any of its agents.

8. *Notices.* Any notification required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or within three (3) days of deposit with the United States Postal Service or, if outside the United States, the local equivalent of the United States Postal Service, by registered or certified mail, with postage and fees prepaid. A notice shall be addressed to the Company, Attention: General Counsel, at its principal executive office and to the Participant at the address he or she most recently provided to the Company.

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9. *Failure to Enforce Not a Waiver.* The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

10. *Amendments.* This Agreement may be amended or modified only by a written agreement signed by the Company and the Participant; provided, however, that the Board may amend or alter this Agreement and the Award granted hereunder at any time, subject to the terms of the Plan.

11. *Authority.* The Board has complete authority and discretion to determine Awards, and to interpret and construe the terms of the Plan and this Agreement. The determination of the Board as to any matter relating to the interpretation or construction of the Plan or this Agreement shall be final, binding and conclusive on all parties.

12. *Successors.* This Agreement will bind and inure to the benefit of the parties and their respective successors, permitted assigns, heirs, devisees, and legal representatives.

13. *Entire Agreement.* Except as set forth herein, this Agreement and the Plan supersede all prior agreements, whether written or oral and whether express or implied, between the Participant and the Company relating to the subject matter of this Agreement. Notwithstanding the foregoing, to the extent that the Participant has entered into an employment agreement with the Company and the terms noted in such employment agreement are inconsistent with or conflicts with this Agreement, then the terms of the employment agreement will supersede the inconsistent or conflicting terms set forth herein as determined by the Board in accordance with Section 3(a) of the Plan. In all other respects, this Agreement shall remain in full force and effect.

14. *Rights as a Stockholder.* The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock underlying or relating to any Award until the issuance of a stock certificate to the Participant in respect of such shares of Common Stock.

15. *Erroneously Awarded Compensation.* The Award (including any proceeds, gains or other economic benefit actually or constructively received by Participant upon any receipt of the Award or upon the receipt or resale of shares of Common Stock underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of applicable law, including without limitation the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 10D of the Exchange Act and any rules or regulations promulgated thereunder (or any amendment or modification of any such claw-back policy adopted by the Company).

16. *Severability.* The provisions of this Agreement are severable and if any one or more provisions are deemed to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

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17. *Section 409A.*

- a. This Agreement is intended to comply with or be exempt from Section 409A of the Code (together with the Department of Treasury regulations and other interpretive guidance issued thereunder (including, without limitation, any such regulations or other guidance issued after the Grant Date, "Section 409A") and, to the extent applicable, this Agreement shall be interpreted in accordance with Section 409A.
- b. If and to the extent (i) any portion of any payment, compensation or other benefit provided to the Participant pursuant to this Agreement in connection with his or her employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A and (ii) the Participant is 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 the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Section 409A) (the "New Payment Date"), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.
- c. Notwithstanding any other provision of the Plan or this Agreement, if at any time the Board determines that the Restricted Stock Units (or any portion thereof) may be subject to Section 409A, the Board shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to 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, as the Board determines are necessary or appropriate for Restricted Stock Units to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from the Participant or any other individual to the Company or any of its affiliates, employees or agents.

18. *Captions.* The captions of the sections of this Agreement are for reference only and will not affect the interpretation or construction of this Agreement.

19. *Signature in Counterparts.* This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will not be binding on either party unless and until signed by both parties.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

**RIBBON COMMUNICATIONS INC.**

By: /s/ Bruce McClelland

Name: Bruce McClelland

Title: Chief Executive Officer

Agreed and acknowledged as of the date first above written:

/s/ John Townsend

John Townsend

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## Schedule 1

### 1. Annual Performance PSUs

The Annual Performance PSUs shall be eligible to vest based on both (a) achievement of Company performance goals with respect to each of the three Annual Performance Periods, as established by the Board on an annual basis within a reasonable period of time, and in any event within three months, following the commencement of each such Annual Performance Period (such goals with respect to an Annual Performance Period, the “Annual PSU Goals”), and (b) Participant’s continued employment through the Vesting Date.

The Board shall measure the Company’s level of achievement of the Annual PSU Goals for an applicable Annual Performance Period (and the number of shares of Common Stock earned in respect of the Annual Performance PSUs with respect to each Annual Performance Period) within a reasonable period of time following the end of such Annual Performance Period (and in any event as is necessary to pay the Annual Performance PSUs as described below) and such number of shares of Common Stock earned for the applicable Annual Performance Period shall be final, binding and conclusive on all persons. The aggregate number of shares of Common Stock earned relating to each Annual Performance Period will vest on the Vesting Date, subject to Participant’s continued employment through such date (except as otherwise set forth below). For the avoidance of doubt, to the extent Participant’s employment with the Company is terminated for any reason prior to the Vesting Date, he or she shall forfeit all Annual Performance PSUs (except to the extent provided in Section 3 of this Schedule 1 or as otherwise provided for in any Employment Agreement with the Participant).

The Annual PSU Goals for the each of the Annual Performance Periods ending December 31, 2025, 2026 and 2027 (pursuant to which up to 1/3 of the Annual Performance PSUs are eligible to vest for each Annual Performance Period at between 0% and 150% of the target amount for such Annual Performance Period) will be established by the Board in its discretion within a reasonable period of time following the commencement of the applicable Annual Performance Period and communicated to the Participant as promptly as reasonably practicable thereafter.

### 2. TSR PSUs

The TSR PSUs shall be eligible to vest based on both (a) the Company’s total shareholder return (“TSR”) as compared to the TSR for the period from the Grant Date through December 31, 2027 of each of the companies that comprise the Company’s peer companies (the “Index”) as of the Grant Date, which are disclosed in Schedule 2 (collectively, the “Index Companies”) as set forth below, and (b) Participant’s continued employment through the Vesting Date.

The TSR of the Company and of each of the Index Companies will be calculated by the Board based on the 20-trading day average of the shares of Common Stock or the shares of common stock of each of the Index Companies, as applicable, immediately prior to the first trading day of the TSR Performance Period and the 20-trading day average of the shares of Common Stock or shares of common stock of each of the Index Companies, as applicable, immediately prior to and including the last trading day of the TSR Performance Period, assuming ordinary cash dividends are reinvested in additional shares of stock on the applicable ex-dividend date.

Notwithstanding the foregoing, (a) companies that are either acquired or that go private after the start of the TSR Performance Period will be excluded from the relative TSR measurement described below, and (b) except for the companies excluded pursuant to subsection (a) immediately above, companies that leave the Index after the Grant Date, including, without limitation, in the event of a bankruptcy, shall remain an Index Company with an assumed TSR of negative 100.00% for the TSR Performance Period. For clarity, companies that were part of the Index on the Grant Date but leave the Index during the TSR Performance Period should still be included in the relative TSR measurement described below based on such company’s actual performance (i.e., such company should not have an assumed TSR of 100.00% for the TSR Performance Period but its actual performance should be used).

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At the end of the TSR Performance Period, the Board shall determine the number of shares with respect to the TSR PSUs that will be earned based on the Company's TSR ranked among the TSR of the Index Companies and the percentile rank is calculated based on the Company's position in the ranking. The payout scale is detailed in the following table, with straight-line interpolation between the 25<sup>th</sup> and 50<sup>th</sup> Percentile Ranks, and between the 50<sup>th</sup> and 75<sup>th</sup> Percentile Ranks. The number of shares of Common Stock that will be eligible to vest in respect of the TSR PSUs will be that number of shares of Common Stock that equals the percentage assigned to the Company's TSR Percentile Rank for the TSR Performance Period multiplied by the aggregate number of TSR PSUs that are eligible to vest with respect to the TSR Performance Period.

<b>Company's TSR Percentile Rank in Relation to Index Companies' TSR</b>	<b>Shares Earned as Percent of Number of TSR PSUs</b>
75 <sup>th</sup> Percentile or Above	200%
50 <sup>th</sup> Percentile	100%
25 <sup>th</sup> Percentile	50%
Below 25 <sup>th</sup> Percentile	0%

The Board's determination of the scope of the Index Companies and their respective calculations of TSR (and any adjustments thereto) and the Company's TSR percentile rank in relation to the Index Companies' TSR shall be final, binding and conclusive on all persons. The aggregate number of shares of Common Stock earned relating to the TSR Performance Period will vest on the Vesting Date, subject to Participant's continued employment through such date (except as otherwise set forth below). For the avoidance of doubt, to the extent Participant's employment with the Company is terminated for any reason prior to the Vesting Date, he or she shall forfeit all TSR PSUs (except to the extent provided in Section 3 of this Schedule 1 or as otherwise provided for in the Participant's employment or severance agreement).

With respect to the computation of TSR and beginning and ending trading price, there shall also be an equitable adjustment to the extent, if any, necessary to preserve the intended incentives of the TSR PSU award and mitigate the impact of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, occurring during the TSR Performance Period (or during the applicable 20-day period immediately prior to the first trading day of the TSR Performance Period). The determination of the Board with respect to any such adjustments shall be final, binding and conclusive on all persons.

### 3. Accelerated Vesting.

Annual Performance PSUs and TSR PSUs that are earned as described above and that are eligible to vest will vest as of the Vesting Date, subject to Participant's continued employment through the Vesting Date. Notwithstanding the foregoing, however:

(a) Upon a termination of Participant's employment (x) by the Company or any of its affiliates without Cause (other than as a result of Participant's death or Disability), (y) by the Participant for Good Reason, or (z) upon the Participant's retirement on or after attaining age 65, in each case prior to an Acquisition:

(i) *Annual Performance PSUs.* (A) To the extent such a Participant's termination as described above occurs following the end of an Annual Performance Period but prior to the Vesting Date, any and all shares of Common Stock underlying the Annual Performance PSUs that were determined by the Board to have been earned but the distribution of which remain subject to the Participant's employment with the Company through the Vesting Date shall be vested as of the date of the Participant's termination, and such shares of Common Stock shall be delivered as soon as practicable following the Vesting Date, but in any case within 30 days after such date; (B) to the extent such a termination occurs during an Annual Performance Period and the Board has not yet determined whether the Annual Performance Goals for such Annual Performance Period has been achieved, then a prorated portion of the Annual Performance PSUs for the applicable year (prorated based on the number of days of such Participant's employment or service during such Annual Performance Period) shall remain outstanding and be eligible to vest if the Board determines that the Company has achieved its Annual Performance Goals for such Annual Performance Period (and the number of shares of Common Stock issuable thereunder shall be calculated based on the level of actual performance as determined by the Board). Any such shares of Common Stock that vest in respect of the Annual Performance PSUs shall be delivered as soon as practicable following the Vesting Date, but in any case within 30 days after such date; and (C) all other Annual Performance PSUs that were not earned based on actual performance with respect to the Annual Performance Periods described above shall be forfeited as of the date they can no longer vest under any circumstances.

(ii) *TSR PSUs.* (A) To the extent such a termination occurs following the end of the TSR Performance Period but prior to the Vesting Date, the TSR PSUs shall be vested as of the date of the Participant's termination with respect to the number of shares of Common Stock determined in accordance with this Schedule 1 and based on actual performance results at the end of the TSR Performance Period, and such shares of Common Stock shall be delivered as soon as practicable following the Vesting Date, but in any case within 30 days after such date; and (B) to the extent such a termination occurs during the TSR Performance Period, a prorated portion of the TSR PSUs (prorated based on days of the Participant's employment or service during the TSR Performance Period) shall remain outstanding and be eligible to vest with respect to the number of shares of Common Stock determined in accordance with this Schedule 1 and based on actual performance results at the end of the TSR Performance Period. Any such shares of Common Stock that vest in respect of the TSR Performance PSUs shall be delivered as soon as practicable following the Vesting Date, but in any case within 30 days after such date. For the avoidance of doubt, if no shares of Common Stock are earned based on actual performance with respect to the TSR Performance Period described above, all TSR PSUs shall be forfeited as of the date they can no longer vest under any circumstances.

(b) Upon an Acquisition, (i) the number of shares of Common Stock that will be eligible to vest in respect of the Annual Performance PSUs will be calculated based on (A) for any Annual Performance Period(s) completed prior to the Acquisition, actual performance for such Annual Performance Period(s), (B) for any Annual Performance Period in which the Acquisition occurs, actual performance through the date of the Acquisition or, if such performance is not determinable, at target performance, and (C) for any Annual Performance Period(s) that have not yet commenced, at target performance, and (ii) the number of shares of Common Stock that will be eligible to vest with respect to the TSR PSUs will be calculated in accordance with Section 2 of this Schedule 1 as if the date immediately prior to such Acquisition constituted the end of the TSR Performance Period. If the PSUs are not assumed as part of the Acquisition and there is no substitute for the PSUs, all PSUs that remain eligible to vest at the time of the Acquisition shall become vested in full as of the Acquisition (at target performance), and all vested PSUs shall be settled on consummation of the Acquisition if the Acquisition constitutes a "change in control event" under Section 409A of the Code (if the Acquisition does not constitute a "change in control event" under Section 409A of the Code, the vested PSUs shall be settled as soon as practicable following the Vesting Date, but in any case within 30 days after such date. If the PSUs are assumed as part of the Acquisition or there is a substitute for the PSUs, all PSUs that remain eligible to vest at the time of the Acquisition shall remain outstanding and will vest as of the Vesting Date, subject to Participant's continued employment through the Vesting Date. In the event of termination of Participant's employment (x) by the Company or any of its affiliates without Cause (other than as a result of the Participant's death or Disability), (y) by the Participant for Good Reason, or (z) upon the Participant's the retirement on or after attaining of any Participant age 65, in each case following such Acquisition and prior to the Vesting Date, the PSUs shall be vested as of the date of the Participant's termination. Such shares of Common Stock that are subject to PSUs following an Acquisition and that become vested after the Acquisition shall be delivered as soon as practicable following the Vesting Date, but in any case within 30 days after such date.

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(c) Notwithstanding anything to the contrary herein, (1) if the Participant's Employment Agreement (if any) contemplates full vesting without reference to the applicable level of performance, this Section 3 shall be deemed to fulfill such contemplated vesting; and (ii) in the event of any conflict between the terms herein and the Employment Agreement (if any), the Employment Agreement shall control; provided, however, nothing in the Employment Agreement will accelerate the time of delivery of any shares of Common Stock pursuant to this Award.

(d) The shares subject to the Annual Performance PSUs and the TSR PSUs held by Participant may be subject to the acceleration of vesting provisions, if any, in Participant's Employment Agreement and will be treated like any full value equity awards under Participant's Employment Agreement, if applicable (e.g., "restricted shares" and "restricted stock units"). For clarity, any and all Annual Performance PSUs and TSR PSUs shall be eligible to vest pursuant to the terms hereof as well as pursuant to any Employment Agreement, if applicable (provided that, upon the occurrence of an event resulting in accelerated vesting, the accelerated vesting of either this Agreement or the Employment Agreement (if any), not both, shall apply). Notwithstanding the foregoing, however, nothing in the Participant's Employment Agreement will accelerate the time of delivery of any shares of Common Stock pursuant to this Award.

**4. Definitions.** For purposes of this Schedule 1, the capitalized terms set forth below shall have the following meanings:

i. **"Acquisition"** shall mean (i) the occurrence of an "Acquisition" or "Change in Control" as defined in the Employment Agreement following the Grant Date; provided that the entity referenced in the such definition as triggering the "Acquisition" or "Change in Control" (or in relation to the board of directors (or similar governing body) or equity interests of the entity triggering such event) shall mean Ribbon Communications Inc. or (ii) if (x) Participant is not party to an Employment Agreement or (y) no such term is defined in the Employment Agreement, have the meaning set forth in the Plan. The Board shall make all determinations as to whether an Acquisition occurs and such determinations shall be final, binding and conclusive on all Persons, including the Participant.

ii. **"Annual Performance Period"** shall mean each fiscal year ending December 31, 2025, 2026 and 2027.

iii. **"Cause"** shall have the meaning of "Cause" or "For Cause" set forth in the Employment Agreement; provided that, if (x) Participant is not party to an Employment Agreement or (y) the Employment Agreement does not define "Cause," then all terminations of employment by the Company other than for objective business reasons shall be deemed to constitute a termination for Cause for purposes of this Agreement.

iv. **"Disability"** shall have the meaning set forth in the Employment Agreement; provided that, if (x) Participant is not party to an Employment Agreement or (y) the Employment Agreement does not define "Disability," then "Disability" shall mean an illness (mental or physical) or accident, which results in (or could reasonably be expected to result in) the Participant being unable to perform his or her 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.

v. **"Employment Agreement"** as of any date means the employment and/or severance agreement between Participant and the Company or one of its subsidiaries, as in effect on such date, if any.

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vi. “**Good Reason**” shall have the meaning set forth in the Employment Agreement; provided that, if (x) Participant is not party to an Employment Agreement or (y) the Employment Agreement does not define “Good Reason,” then all terminations of employment by the Participant shall be deemed to constitute a termination without Good Reason for purposes of this Agreement.

vii. “**TSR Performance Period**” shall mean the period commencing on October 15, 2024 and ending on December 31, 2027.

viii. “**Vesting Date**” shall mean March 15, 2028, or in either case such earlier vesting date as contemplated by Section 3 of this Schedule 1 or as otherwise provided for in a separate agreement with the Company.

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**Schedule 2**  
**Index Companies**

**NASDAQ Telecom Index Companies as of 10/15/2024**

8x8 Inc. (EGHT)	Digi International Inc. (DGII)	Maris Tech Ltd (MTEK)
Actelis Networks Inc. (ASNS)	DISH Network Corporation (DISH)	Millicom International Cellular SA (TIGO)
ADDvantage Technologies Group Inc. (AEY)	DZS Inc. (DZSI)	Minim Inc. (MINM)
ADTRAN Inc. (ADTN)	EchoStar Corporation (SATS)	Mobilicom Ltd ADR (MOB)
Airgain Inc. (AIRG)	Extreme Networks Inc. (EXTR)	Mynaric AG ADR (MYNA)
Akoustis Technologies Inc. (AKTS)	Franklin Wireless Corp (FKWL)	NETGEAR Inc. (NTGR)
Anterix Inc. (ATEX)	Frontier Communications Parent Inc. (FYBR)	Nice Ltd ADR (NICE)
Applied Opt (AAOI)	Genasys Inc. (GNSS)	Optical Cable Corporation (OCC)
Ast Spacemobile Inc. (ASTS)	Gilat (GILT)	PC-Tel Inc. (PCTI)
ATN International Inc. (ATNI)	Gogo Inc. (GOGO)	Radcom Ltd (RDCM)
AudioCodes Ltd (AUDC)	Harmonic Inc. (HLIT)	Ribbon Communication Inc. (RBBN)
Aviat Networks Inc. (AVNW)	PowerFleet Inc. (PWFL)	Roku Inc. (ROKU)
Bel Fuse A Inc. (BELFA)	Infinera Corporation (INFN)	Sangoma Technologies Corp (SANG)
Bel Fuse B Inc. (BELFB)	Inseego Corp (INSG)	Shenandoah Telecommunications Co (SHEN)
CalAmp Corp (CAMP)	InterDigital Inc. (IDCC)	Siyata Mobile Inc. (SYTA)
Cambium Networks Corp (CMBM)	Iridium Communications Inc. (IRDM)	Sonic Foundry Inc. (SOFO)
Casa Systems Inc. (CASA)	Kaltura Inc. (KLTR)	Sonim Technologies Inc. (SONM)
Ceragon Networks Ltd (CRNT)	KVH Industries Inc. (KVHI)	Spok Holdings Inc. (SPOK)
Charge Enterprises Inc. (CRGE)	Lantronix Inc. (LTRX)	Surgepays Inc. (SURG)
Charter Communications Inc. (CHTR)	Liberty Broadband Srs A (LBRDA)	T-Mobile US Inc. (TMUS)
Cisco Systems Inc. (CSCO)	Liberty Broadband Srs C (LBRDK)	Telesat Corp (TSAT)
Clearfield Inc. (CLFD)	Liberty Global PLC (LBTYA)	TESSCO Technologies Incorporated (TESS)
ClearOne Inc. (CLRO)	Liberty Global PLC Class B (LBTYB)	Ucloudlink Group Inc. (UCL)
Cogent Communications Holdings Inc. (CCOI)	Liberty Global PLC Class C (LBTYK)	Utime Ltd (UTME)
Comcast Corp (CMCSA)	Liberty Latin America Ltd (LILA)	UTStarcom Holdings Corp (UTSI)
Commscope Hlding (COMM)	Liberty Latin America LTD Class C (LILAK)	VEON Ltd (VEON)
COMSovereign Holding Corp (COMS)	Lightwave Logic Inc. (LWLG)	ViaSat Inc. (VSAT)
Comtech Telecommunications Corp (CMTL)	Telefonaktiebolaget LM Ericsson B ADR (ERIC)	Viavi Solutions Inc. (VIAV)
Consolidated Communications (CNSL)	Lumentum Holdings Inc. (LITE)	Vislink Technologies Inc. (VISL)
Crexendo Inc. (CXDO)	Lytus Technologies Holdings Ptv Ltd. (LYT)	Vodafone Group PLC ADR (VOD)

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**Ribbon Communications Inc.****Restricted Stock Unit Award Agreement (Share Price-Based Vesting – Inducement Grant)**

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (the “Agreement”), is made effective as of October 15, 2024 (the “Grant Date”), between Ribbon Communications Inc., a Delaware corporation (the “Company”), and John Townsend (the “Participant”).

RECITALS

WHEREAS, the Board has determined that it is in the best interests of the Company and its stockholders to, as an inducement material to the decision by the Participant to accept employment with the Company, grant to the Participant the Restricted Stock Units (as defined below) described herein pursuant to the terms set forth below; and

WHEREAS, the award of the Restricted Stock Units pursuant to this Agreement (this “Award”) is being made and granted as a stand-alone award and not granted under the Ribbon Amended and Restated 2019 Incentive Award Plan, as amended (the “Plan”).

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. *Award of Restricted Stock Units.*

(a) Subject to the terms and conditions of the Plan and this Agreement and in consideration of employment services rendered and to be rendered by the Participant to the Company, the Company hereby grants to the Participant 314,583 restricted stock units (the “Restricted Stock Units” or “PSUs”). Each Restricted Stock Unit entitles the Participant to such number of shares of Common Stock, subject to continued employment, upon vesting as is determined pursuant to Section 2 hereof.

(b) This Award is being made and granted as a stand-alone award, separate and apart from, and outside of, the Plan, and shall not constitute an award granted under or pursuant to the Plan. Notwithstanding the foregoing, the terms, conditions and definitions set forth in the Plan (other than Section 11(i) of the Plan) shall apply to the Agreement and the Restricted Stock Units awarded hereunder as if the Restricted Stock Units had been granted under the Plan, and the Agreement shall be subject to such terms, conditions and definitions, which are hereby incorporated into this Agreement by reference (and any references to the Plan in this Agreement shall solely be interpreted to be references to the substance of the provisions of the Plan so incorporated, but shall not in any way imply or indicate that this Award was granted under the Plan). For the avoidance of doubt, the Restricted Stock Units awarded under this Agreement shall not be counted for purposes of calculating the aggregate number of shares of Common Stock that may be issued or transferred pursuant to awards under the Plan as set forth in Section 4(a) of the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall control.

(c) This Award is intended to constitute an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4), and consequently is intended to be exempt from the NASDAQ rules regarding shareholder approval of stock option and stock purchase plans. This Agreement and the terms and conditions of the PSUs shall be interpreted in accordance and consistent with such exemption.

2. *Vesting of Restricted Stock Units.*

(a) Upon the vesting of the Award, as described in this Section and Schedule 1 attached hereto, the Company shall deliver for each Restricted Stock Unit that vests, the number of shares of Common Stock as is determined pursuant to Schedule 1. The Common Stock shall be delivered as soon as practicable following the Vesting Date (as defined in Schedule 1), but in any case within 30 days after such date.

(b) Subject to Section 2(c) and Section 3, the Restricted Stock Units shall vest in accordance with the terms set forth in Schedule 1 attached hereto.

(c) Notwithstanding Section 2(b), upon the Participant’s termination of employment, the Award shall become subject to the acceleration of vesting to the extent provided in Schedule 1 attached hereto or under the terms of the Participant’s Severance Agreement, subject to any terms and conditions set forth in the Plan or imposed by the Board (including in Schedule 1 hereto). In this Agreement, “Severance Agreement” as of any date means the severance agreement between Participant and the Company or one of its subsidiaries, as in effect on such date.

3. *Termination of Employment.* Subject to Section 2(c) and notwithstanding any other provision of the Plan to the contrary, upon the Participant’s Date of Termination (as defined in the Severance Agreement), the Award, to the extent not yet vested, shall immediately and automatically terminate and be forfeited without consideration, and subject to the Company’s compliance with applicable minimum requirements of applicable employment standards legislation, the Participant waives any claim to damages (whether at common law or otherwise) in respect thereof; provided, however, that the Board may, in its sole and absolute discretion agree to accelerate the vesting of the Award, upon termination of employment or otherwise, for any reason or no reason, but shall have no obligation to do so.

4. *No Assignment.* Except as expressly permitted under the Plan, this Agreement may not be assigned by the Participant by operation of law or otherwise.

5. *No Rights to Continued Employment.* The granting of this Award evidenced hereby and this Agreement shall impose no obligation on the Company or any of its affiliates to continue the employment or service of the Participant and shall not lessen or affect any right that the Company or any of its affiliates may have to terminate the service of such Participant.

6. *Governing Law.* This Agreement will be governed by and interpreted and construed in accordance with the internal laws of the State of Delaware (without reference to principles of conflicts or choice of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and metrics.

7. *Tax Obligations.* As a condition to the granting of the Award and the vesting and settlement thereof, the Participant acknowledges and agrees that he/she is responsible for the payment of income and employment taxes (and any other taxes required to be withheld) payable in connection with the vesting and settlement of an Award. Accordingly, the Participant agrees to remit to the Company or any applicable subsidiary an amount sufficient to pay such taxes. Such payment shall be made to the Company or the applicable subsidiary of the Company in a form that is reasonably acceptable to the Company, as the Company may determine in its sole discretion. Notwithstanding the foregoing, the Company may retain and withhold from delivery at the time of vesting or settlement that number of shares of Common Stock having a fair market value equal to the taxes owed by the Participant, which retained shares shall fund the payment of such taxes by the Company on behalf of the Participant. The Participant acknowledges that he or she is responsible for reviewing with his or her own tax advisors the federal, state, local and other tax consequences of the transactions contemplated by this Agreement. The Participant acknowledges that he or she is not relying on any statements or representations of the Company or any of its agents.

8. *Notices.* Any notification required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or within three (3) days of deposit with the United States Postal Service or, if outside the United States, the local equivalent of the United States Postal Service, by registered or certified mail, with postage and fees prepaid. A notice shall be addressed to the Company, Attention: General Counsel, at its principal executive office and to the Participant at the address he or she most recently provided to the Company.

9. *Failure to Enforce Not a Waiver.* The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

10. *Amendments.* This Agreement may be amended or modified only by a written agreement signed by the Company and the Participant; provided, however, that the Board may amend or alter this Agreement and the Award granted hereunder at any time, subject to the terms of the Plan.

11. *Authority.* The Board has complete authority and discretion to determine Awards, and to interpret and construe the terms of the Plan and this Agreement. The determination of the Board as to any matter relating to the interpretation or construction of the Plan or this Agreement shall be final, binding and conclusive on all parties.

12. *Successors.* This Agreement will bind and inure to the benefit of the parties and their respective successors, permitted assigns, heirs, devisees, and legal representatives.

13. *Entire Agreement.* Except as set forth herein, this Agreement and the Plan supersede all prior agreements, whether written or oral and whether express or implied, between the Participant and the Company relating to the subject matter of this Agreement. Notwithstanding the foregoing, to the extent that the Participant has entered into an employment agreement with the Company and the terms noted in such employment agreement are inconsistent with or conflicts with this Agreement, then the terms of the employment agreement will supersede the inconsistent or conflicting terms set forth herein as determined by the Board in accordance with Section 3(a) of the Plan. In all other respects, this Agreement shall remain in full force and effect.

14. *Rights as a Stockholder.* The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock underlying or relating to any Award until the issuance of a stock certificate to the Participant in respect of such Award.

15. *Erroneously Awarded Compensation.* The Award (including any proceeds, gains or other economic benefit actually or constructively received by Participant upon any receipt of the Award or upon the receipt or resale of shares of Common Stock underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of applicable law, including without limitation the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

16. *Severability.* The provisions of this Agreement are severable and if any one or more provisions are deemed to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. *Section 409A.*

(a) This Agreement is intended to comply with or be exempt from Section 409A of the Code (together with the Department of Treasury regulations and other interpretive guidance issued thereunder (including, without limitation, any such regulations or other guidance issued after the Grant Date, "Section 409A")) and, to the extent applicable, this Agreement shall be interpreted in accordance with Section 409A.

(b) If and to the extent (i) any portion of any payment, compensation or other benefit provided to the Participant pursuant to this Agreement in connection with his or her employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A and (ii) the Participant is 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 the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Section 409A) (the "New Payment Date"), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

(c) Notwithstanding any other provision of the Plan or this Agreement, if at any time the Board determines that the Restricted Stock Units (or any portion thereof) may be subject to Section 409A, the Board shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to 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, as the Board determines are necessary or appropriate for Restricted Stock Units to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from the Participant or any other individual to the Company or any of its affiliates, employees or agents.

18. *Captions.* The captions of the sections of this Agreement are for reference only and will not affect the interpretation or construction of this Agreement.

19. *Signature in Counterparts.* This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will not be binding on either party unless and until signed by both parties.

[*Signature Page Follows*]



IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

**RIBBON COMMUNICATIONS INC.**

By: /s/ Bruce McClelland  
Bruce McClelland  
Chief Executive Officer

Agreed and acknowledged as of the date first above written:

/s/ John Townsend  
John Townsend

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## Schedule 1

1. *Performance Period.* The performance goal necessary to provide for the vesting of the PSUs will be based on the sustained achievement of certain target volume-weighted average closing prices per share of the Common Stock as set forth in Section 4 below during the four-year period beginning on the Grant Date and ending on the fourth anniversary of the Grant Date (the “Performance Period.”)

2. *Vesting.* (a) During the Performance Period, the PSUs shall be eligible to vest in four vesting tranches (each, a “Vesting Tranche”) as set forth in the table below, in each case, based upon (i) satisfaction of the applicable continued service requirement described in Section 3 (the “Continued Service Requirement”) and (ii) achievement of the Target VWAP for such Vesting Tranche described in Section 4 (each, a “Target VWAP Condition”).

<b>Vesting Tranche</b>	<b>Number of PSUs Eligible to Vest / Maximum Number of Shares of Common Stock Received</b>
First Vesting Tranche	93,750
Second Vesting Tranche	83,333
Third Vesting Tranche	75,000
Fourth Vesting Tranche	62,500

(b) Except as provided below, the number of PSUs subject to a Vesting Tranche shall vest and become exercisable on the later to occur of (i) the date on which the Continued Service Requirement applicable to such Vesting Tranche is satisfied and (ii) the date on which the applicable Target VWAP Condition is achieved, in each case, subject to Participant remaining employed by the Company through such later date (each, a “Vesting Date”).

3. *Continued Service Requirement.* (a) In order to satisfy the Continued Service Requirement for a particular Vesting Tranche, Participant’s Date of Termination must not occur prior to the applicable “End Date” set forth opposite such Vesting Tranche in the table below.

<b>Vesting Tranche</b>	<b>End Date</b>
First Vesting Tranche	First Anniversary of the Grant Date
Second Vesting Tranche	Second Anniversary of the Grant Date
Third Vesting Tranche	Third Anniversary of the Grant Date
Fourth Vesting Tranche	Fourth Anniversary of the Grant Date

(b) Except as otherwise provided in this Agreement, if Participant’s employment is terminated for any reason prior to the applicable End Date set forth opposite a particular Vesting Tranche in the table above, the PSUs subject to such Vesting Tranche shall be forfeited for no consideration, regardless of whether the applicable Target VWAP Condition had been satisfied with respect to such Vesting Tranche.

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4. *Target VWAP Condition.* The Target VWAP Condition for a particular Vesting Tranche shall be achieved if, during the Performance Period, the volume-weighted average (“VWAP”) trading Share Price during a period of 60 consecutive calendar days equals or exceeds the Target VWAP Condition set forth opposite such Vesting Tranche in the table below. “Share Price” means, with respect to a share of the Company’s Common Stock, for any day, (i) the closing sale price on the Nasdaq Global Select Market as reported by The Wall Street Journal (or, if not reported thereby, any other authoritative source) or (ii) if the Company’s Common Stock is not listed on the Nasdaq Global Select Market or quoted or admitted to trading on any national securities exchange, the volume-weighted average of the closing bid prices in the over-the-counter market as furnished by any New York Stock Exchange member firm selected from time to time by the Company for that purpose.

<b>Vesting Tranche</b>	<b>Target VWAP Condition</b>
First Vesting Tranche	\$4.00
Second Vesting Tranche	\$4.50
Third Vesting Tranche	\$5.00
Fourth Vesting Tranche	\$6.00

Except as otherwise provided in Section 5 below, if the Target VWAP Condition set forth opposite a particular Vesting Tranche in the table above is not achieved on or prior to the last day of the Performance Period (for avoidance of doubt, by October 15, 2028), the PSUs subject to such Vesting Tranche shall be forfeited for no consideration.

5. *Change in Control.* Notwithstanding anything herein to the contrary, (i) in the event that a Change in Control (as defined in the Severance Agreement) that occurs during the Performance Period, the PSUs subject to a Vesting Tranche will be eligible to vest following the Change in Control subject only to the Continued Service Requirement, but only to the extent that (i) the Target VWAP Condition for such Vesting Tranche has been satisfied prior to the date of such Change in Control or (ii) the fair market value per share of the Common Stock as of the consummation of such Change in Control (which, in the event the shares of Common Stock are sold or otherwise acquired in exchange for cash or property, shall equal the fair market value of such cash or property received), as determined by the Company’s Board of Directors in its sole discretion, equals or exceeds the applicable Target VWAP Condition for such Vesting Tranche in connection with such Change in Control, without regard to the 60 consecutive calendar day average requirement set forth in Section 4 and (ii) and any portion of the PSUs that remain unvested following any vesting contemplated by subsection (i) above shall be automatically forfeited for no consideration as of the consummation of such Change in Control.

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## Calculation of Filing Fee Table

**Form S-8**  
(Form Type)**Ribbon Communications Inc.**  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.0001 par value per share(1)	457(h)	937,660	\$3.38(2)	\$3,169,290.80	0.00015310	\$485.22
	Total Offering Amounts				\$3,169,290.80		\$485.22
	Total Fee Offsets						—
	Net Fee Due						\$485.22

- (1) Represents 937,660 shares of common stock, par value \$0.0001 per share (“Common Stock”), which may be issued upon (i) the vesting and settlement of time-based restricted stock units, in accordance with the terms of the Restricted Stock Unit Award Agreement (Time-Based Vesting), (ii) the vesting and settlement of performance-based restricted stock units, in accordance with the terms of the Restricted Stock Unit Award Agreement (Financial Performance-Based Vesting), and (iii) the vesting and settlement of stock price-based restricted stock units, in accordance with the terms of the Restricted Stock Unit Award Agreement (Stock Price-Based Vesting), in each case, granted to John Townsend as material inducement for Mr. Townsend to accept his offer of employment with the Company. Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also covers an indeterminate number of additional shares of Common Stock that may become issuable to prevent dilution in the event of stock splits, stock dividends or similar transactions in accordance with the adjustment and anti-dilution provisions of the award agreements evidencing the employment inducement award.
- (2) Estimated in accordance with Rule 457(h)(1) under the Securities Act solely for purposes of calculating the registration fee, based on the average of the high and low sales prices for the common stock as reported on the NASDAQ Global Select Market on October 22, 2024.