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

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**FORM 8-K**

**CURRENT REPORT**

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

**February 17, 2020**

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

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**RIBBON COMMUNICATIONS INC.**

(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-38267  
(Commission File Number)

82-1669692  
(IRS Employer  
Identification No.)

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

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

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

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

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

Emerging growth company

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

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

*Appointment of President and Chief Executive Officer*

On February 17, 2020, the Board of Directors (the “Board”) of Ribbon Communications Inc. (the “Company”) appointed Bruce McClelland as President and Chief Executive Officer of the Company and elected him as a director of the Company, effective upon the later of the filing of the Company’s Form 10-K for the year ended December 31, 2019 and March 1, 2020 (the “Effective Date”). Also on February 17, 2020, Steve Bruny and Kevin Riley resigned as Interim Co-Presidents and Chief Executive Officers of the Company, effective on the Effective Date. Mr. Bruny continues to serve as the Company’s Executive Vice President, Global Sales & Services, and Mr. Riley continues to serve as the Company’s Executive Vice President, Chief Technology Officer and Advanced R&D.

Mr. McClelland, age 53, was previously the Chief Operating Officer of CommScope Inc. (“CommScope”), a global network infrastructure company, from April 2019 to August 2019. Prior to that, Mr. McClelland served as the Chief Executive Officer and a director of ARRIS International plc (“ARRIS”) a telecommunications equipment manufacturing company that was acquired by CommScope in April 2019, from September 2016 to April 2019. Mr. McClelland held several other roles at ARRIS, including President of Network & Cloud and Global Services from April 2013 to August 2016. Prior to joining ARRIS in 1999, Mr. McClelland held several leadership roles at Nortel Networks Corporation and Bell Northern Research, both telecommunications companies. Mr. McClelland has also served on several private company boards including CCAD and CAL (Comcast Corporation/ARRIS Joint Ventures from April 2013 to August 2019), ActiveVideo (a ARRIS/Charter Communications Inc. Joint Venture from April 2015 to August 2019), and Benu Networks (October 2014 to May 2017). The Company believes that Mr. McClelland is qualified to serve on the Board due to his extensive experience in the telecommunications and technology industry and his prior leadership experience as a Chief Executive Officer.

In connection with Mr. McClelland’s appointment as President and Chief Executive Officer, Mr. McClelland has entered into an employment agreement (the “Employment Agreement”) and a severance agreement (the “Severance Agreement”) with the Company. Mr. McClelland also entered into the Company’s standard indemnification agreement for directors and officers. Pursuant to the Employment Agreement, the Mr. McClelland will receive an annual base salary of \$750,000, and will be eligible to participate in the Company’s annual cash incentive program, with a target bonus opportunity equal to 100% of his then-applicable annual base salary and a maximum bonus opportunity equal to 200% of his then-applicable annual base salary. In addition, as an inducement for Mr. McClelland’s employment, the Company has agreed to award Mr. McClelland sign-on equity grants consisting of a time-based vesting grant of restricted share units (the “Sign On RSUs”) and a performance-based vesting grant of restricted share units (the “Sign On PSUs”). Subject to Mr. McClelland’s continued employment, the Sign On RSUs are eligible to vest on December 31, 2020 and, upon vesting, will be settled in shares of the Company’s common stock, par value \$0.0001 (“Common Stock”), with a fair market value of \$1,000,000 as of the date of grant (calculated based on the closing price of per share of Common Stock on the date of grant). Subject to Mr. McClelland’s continued employment, the Sign On PSUs are eligible to vest and be settled in up to 4,750,000 shares of Common Stock based on the achievement of specified share price thresholds on or prior to September 1, 2024.

Pursuant to the Severance Agreement, Mr. McClelland is entitled to severance payments and benefits upon certain terminations of employment. Upon a termination of Mr. McClelland's employment by the Company without Cause or by Mr. McClelland for Good Reason (each as defined in the Severance Agreement), Mr. McClelland is entitled to (a) severance payments equal to (i) 100% of his annual base salary, payable over twelve (12) months following termination, (ii) his target annual bonus, payable at the same time as such bonus would have been paid absent termination, and (iii) in the event such termination occurs more than six (6) months following the commencement of the fiscal year, Mr. McClelland shall be entitled to receive a prorated portion of the annual bonus for the fiscal year of termination based on actual Company performance and target individual performance (such proration based on the number of days actually employed in such fiscal year) (the "Pro Rata Bonus"), and (b) a lump sum payment of an amount equal to the sum of the company's share of health plan premium payments for a period of twelve (12) months following termination. In addition, upon such a termination, (A) Mr. McClelland's equity awards (other than the Sign On RSUs) that are subject to vesting based solely upon Mr. McClelland's continued service with the Company and would have vested during the twelve (12) month period following the date of Mr. McClelland's termination of employment shall vest, and (B) (i) all awards that are subject to vesting in whole or in part based on the achievement of performance objective(s) (other than the Sign On PSUs) (collectively, Performance-Based Equity Awards") with respect to any performance periods ending on or prior to the date of termination shall remain eligible to vest based on actual performance through the end of the applicable performance period and (ii) a pro-rated portion of Performance-Based Equity Awards with respect to any performance periods in which the date of termination occurs shall remain eligible to vest based on performance through the end of the fiscal year in which the date of termination occurs based on actual performance through the end of such fiscal year (such proration based on the number of days actually employed during such performance period).

Notwithstanding the foregoing, to the extent a termination by the Company without Cause or by Mr. McClelland for Good Reason occurs within twelve (12) months following a Change in Control (as defined in the Severance Agreement), Mr. McClelland is entitled to receive a cash lump sum payment equal to (a) 200% of (X) his annual base salary, and (Y) his target annual bonus, (b) in the event such termination occurs more than six (6) months following the commencement of the fiscal year, the Pro Rata Bonus, and (c) a lump sum payment of an amount equal to the sum of the company's share of health plan premium payments for a period of twenty-four (24) months following termination. In addition, upon such a termination, the vesting of all of Mr. McClelland's outstanding equity awards (other than the Sign On RSUs and the Sign On PSUs) will accelerate, with Performance-Based Equity Awards vesting as if target performance had been achieved, pursuant to the Severance Agreement. Further, the Sign On RSUs and Sign On PSUs will be eligible to vest on or following a Change in Control (as defined in the Severance Agreement) in accordance with the terms of the underlying award agreements.

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

#### *Director Changes*

On February 17, 2020, Kim Fennebresque resigned as a director of the Company, effective on the Effective Date, and the Board appointed Stewart Ewing and Krish Prabhu as directors of the Company, also effective on the Effective Date.

In connection with their election as directors, Messrs. Ewing and Prabhu are entitled to receive an annual retainer of \$60,000 consistent with the Company's current non-employee director compensation program (the "Director Compensation Program") payable quarterly and pro-rated for any partial quarter(s) of service. In addition, each of Messrs. Ewing and Prabhu will receive restricted share units (consistent with the Director Compensation Program), which, subject to his continued service, will be eligible to vest on the date of the Company's 2020 annual meeting of shareholders (the "2020 Annual Meeting"). The number of shares eligible to be received under the restricted share units will have a value (based on the closing price of the Common Stock on the date of grant) equal to a prorated portion of the value of an annual equity grant made to a non-employee director in 2019 (\$120,000), such proration based on the number of months of service expected prior to the 2020 Annual Meeting. Messrs. Ewing and Prabhu have also entered into the Company's standard indemnification agreement for directors and officers.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Letter Agreement, dated as of February 18, 2020, among Ribbon Communications Inc., Sonus Networks, Inc. d/b/a Ribbon Communications Operating Company, Inc. and Bruce McClelland.</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Severance Agreement, dated as of February 18, 2020, among Ribbon Communications Inc., Sonus Networks, Inc. d/b/a Ribbon Communications Operating Company, Inc. and Bruce McClelland.</u></a>
<a href="#"><u>10.3</u></a>	<a href="#"><u>Form of Restricted Stock Unit Award Agreement (Performance-Based Vesting) between the Company and Bruce McClelland.</u></a>

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 19, 2020

**Ribbon Communications Inc.**

By: /s/ Daryl E. Raiford

Name: Daryl E. Raiford

Title: Executive Vice President and Chief Financial Officer



February 18, 2020

Bruce McClelland  
Via email

Dear Bruce,

On behalf of Ribbon Communications Inc. ("Ribbon") and Sonus Networks, Inc. d/b/a Ribbon Communications Operating Company, Inc. ("RCOC" and Ribbon and RCOC, together with its affiliates who may employ you from time to time, the "Company"), I am pleased to provide you with this written offer of employment (this "Agreement") as Ribbon's President and Chief Executive Officer, effective immediately upon the later of (x) March 1, 2020 or (y) the filing of Ribbon's Annual Report on Form 10-K for the fiscal year ended December 31, 2019 (in either case (x) or (y), the "Start Date"). In connection with your employment, you shall also be appointed to serve as a member of Ribbon's Board of Directors ("Board") effective as of the Start Date. This Agreement is entered into as of the date set forth above and shall be effective as of the Start Date.

1. Compensation. During your employment with the Company:

(a) *Base Salary.* Your initial base salary will be at the annualized rate of \$750,000 (your base salary, as may be adjusted from time to time, "Base Salary"), less applicable state and federal withholdings, paid in accordance with the Company's normal payroll practices. Your Base Salary will be subject to review (no less than annually) and adjustment by the Board or Compensation Committee of the Board (the "Committee") in its sole discretion; *provided* that Base Salary shall not be reduced at any time other than in connection with across-the-board reductions for all or substantially all senior executives. For the avoidance of doubt, you will not be eligible to receive any additional compensation with respect to your service as a member of the Board during the term of your employment.

(b) *Annual Bonus.* You will be eligible to receive annual variable cash bonus based on achievement of certain corporate and/or individual objectives ("Annual Bonus"). Subject to achievement of such objectives for the applicable year, the target Annual Bonus shall equal one hundred percent (100%) of your Base Salary and you shall be eligible to receive a maximum Annual Bonus of two hundred percent (200%) of your Base Salary. The Annual Bonus for each fiscal year will be based on the achievement of objectives determined by the Board or the Committee; provided that any Annual Bonus payable with respect to 2020 shall be pro-rated based upon the portion of the year beginning on the Start Date and ending on December 31, 2020. Your Annual Bonus, if any, shall be paid as soon as reasonably practicable following Ribbon's public disclosure of its financial results for the applicable bonus period and the Board's or Committee's approval of the bonus under the then-applicable Ribbon bonus plan, subject to your continued employment with the Company through the date of such payment (except as otherwise set forth in any written agreement by and between the Company and you).

(c) *Equity Awards.*

- (i) You will, within thirty (30) days following the Start Date, be granted restricted share units (the "Sign On RSUs") that, upon vesting, will be settled in shares of common stock of Ribbon with a fair market value of \$1,000,000 as of the date of grant of the Sign On RSUs (calculated based on the closing price of the common stock on such date). The Sign On RSUs will vest and be settled subject to your active and continuous employment with the Company through the first anniversary of grant. You will be required to enter into a restricted share unit agreement in the Company's applicable form in connection with the grant of the Sign On RSUs.



- (ii) You will, within thirty (30) days following the Start Date, be granted performance share units (the “Sign On PSUs”). The Sign On PSUs will vest and be settled based on (A) the achievement of specified performance hurdles, measured based on the sustained achievement of share price thresholds for Ribbon’s stock on or prior to September 1, 2024, and (B) your active and continuous employment with the Company through the date of achievement of the applicable threshold. You will be required to enter into a performance share unit agreement in the form attached hereto as Attachment 1 in connection with the grant of the Sign On PSUs.
- (iii) Except as set forth herein, you shall not be entitled to any other equity awards from the Company during the fiscal year ending December 31, 2020. Following the fiscal year ending December 31, 2020, subject to Board or Committee approval, you will be eligible to receive annual equity incentive awards under the Plan at such times, in such amounts and forms, and on such terms as are generally consistent with other senior executives of the Company, taking into account any differences in role and responsibility. You will be required to enter into equity award agreement(s) in the Company’s then-applicable form in connection with the grant of any future awards described in this Section 1(c)(iii).

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

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

(b) You will be entitled to participate as an employee of the Company in all health and welfare benefit plans and receive fringe benefits and perquisites generally provided to senior executives of the Company in accordance with applicable Company plan, policy or program, which currently include group health, life and dental insurance, and a 401(k) plan. Notwithstanding the foregoing, the Company retains the right to change, add or cease any particular compensation or benefit for its employees in its sole discretion; and

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

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

4. Termination and Eligibility for Severance. Concurrent with this Agreement, the parties acknowledge and agree that they will enter into a severance agreement in substantially the form attached hereto as *Attachment 2* (the “Severance Agreement”). Except as set forth in the Severance Agreement, you will not be entitled to any severance or other termination payments or benefits from the Company or any of its affiliates.



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

6 . Confidentiality. The Company considers the protection of its confidential information and proprietary materials to be very important. Therefore, as a condition of your employment, you and the Company will become parties to the Confidentiality, Non-Competition and Assignment of Inventions Agreement, as set forth on *Attachment 3* hereto. This attached agreement must be signed and returned to the Company as soon as practicable following the date hereof (and no later than the Start Date).

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

8. General.

- (a) This Agreement, together with the agreements referenced herein, will constitute our entire agreement as to your employment by the Company and will supersede any prior agreements or understandings, whether in writing or oral.
- (b) This Agreement and your employment and service as a member of the Board are contingent upon the Company's standard onboarding processes, which may include background and reference checks and satisfactory proof of your right to work in the United States. You agree to provide any documentation or information at the Company's reasonable request to facilitate these processes (if any).
- (c) This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.
- (d) The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding and enforceable. Except as modified hereby, this Agreement shall remain unmodified and in full force and effect.
- (e) This Agreement is personal in nature and neither of the parties hereto shall, without the written consent of the other, assign or otherwise transfer this Agreement or its obligations, duties and rights under this Agreement; provided, however, that in the event of the merger, consolidation, transfer or sale of all or substantially all of the assets of the Company, the Company may assign its rights and obligations hereunder and, in the event of such assignment, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall be solely obligated to discharge and perform all of the promises, covenants, duties and obligations of the Company hereunder.





- (f) All notices shall be in writing and shall be delivered personally (including by courier), by overnight receipted courier service (such as UPS or Federal Express) or sent by certified, registered or express mail, postage prepaid, to the Company at the following address: Ribbon Communications Legal Department, 3605 E. Plano Parkway, Plano, Texas 75074, and to you at the most current address we have in your employment file. Any such notice shall be deemed given when so delivered personally or, if by certified, registered or express mail, postage prepaid mailed, forty-eight (48) hours after the date of deposit in the mail. Any party may, by notice given in accordance with this paragraph to the other party, designate another address or person for receipt of notices hereunder.
- (g) *Arbitration.*
- i. Any controversy, dispute or claim arising out of or relating to this Agreement or the breach hereof which cannot be settled by mutual agreement will be finally settled by binding arbitration in the county where you performed your principal work duties for the Company, under the jurisdiction of the American Arbitration Association or other mutually agreeable alternative arbitration dispute resolution service, before a single arbitrator appointed in accordance with the arbitration rules of the American Arbitration Association or other selected service, modified only as herein expressly provided. You acknowledge receipt of the applicable AAA Employment Arbitration Rules and Mediation Procedures which may be found at the AAA website here <https://www.adr.org/Rules>. The arbitrator may enter a default decision against any party who fails to participate in the arbitration proceedings.
  - ii. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. shall govern the interpretation and enforcement of this arbitration clause. The decision of the arbitrator on the points in dispute will be final, non-appealable and binding, and judgment on the award may be entered in any court having jurisdiction thereof.
  - iii. The fees and expenses of the arbitration will be borne as provided in the AAA Costs of Arbitration section, and each party will bear the fees and expenses of its own attorney, unless the arbitrator finds that a statutory award of attorneys' fees and/or costs is appropriate.
  - iv. The parties waive their rights to a class or collective action. The parties agree that claims may not be joined, consolidated, or heard together with claims of any other current or former employee of the Company or other third party.
  - v. The parties agree that this Section 8(g) has been included to resolve any disputes between them with respect to this Agreement or your employment, and that this Section 8(g) will be grounds for dismissal of any court action commenced by either party with respect to this Agreement, other than post-arbitration actions seeking to enforce an arbitration award or actions seeking an injunction or temporary restraining order and other than claims for unemployment insurance benefits or workers compensation benefits or other claims which by law cannot be subject to a mandatory arbitration agreement. In the event that any court determines that this arbitration procedure is not binding, or otherwise allows any litigation regarding a dispute, claim, or controversy covered by this Agreement to proceed, the parties hereto hereby waive, to the maximum extent allowed by law, any and all right to a class or collection action or a trial by jury in or with respect to such litigation.



vi. The parties will keep confidential, and will not disclose to any person, except as may be required by law or the rules and regulations of the Securities and Exchange Commission or other government agencies, the existence of any controversy hereunder, the referral of any such controversy to arbitration or the status or resolution thereof; notwithstanding the foregoing, nothing herein shall restrict you from communicating with a government agency or engaging in protected concerted activity that cannot be waived by such an agreement not to disclose.

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

(i) The Company is an equal opportunity employer.

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



Sincerely,

/s/ Richard J. Lynch

Richard J. Lynch, Chairman

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

Accepted as of the first date set forth above by:

/s/ Bruce McClelland

Bruce McClelland

*Signature Page to Employment Letter*

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**Attachment 1**

**Performance Share Unit Agreement**

*[Filed Separately]*

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**Attachment 2**

**Severance Agreement**

*[Filed Separately]*

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### Attachment 3

#### Confidentiality, Non-Competition And Assignment of Inventions Agreement

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

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

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

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



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

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

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

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

4. **Assignment of Intellectual Property.**

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



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

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

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

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

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

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





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

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

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

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

7 . **Other Activities; Non-Solicitation; Non-Compete; Non-Disparagement** In consideration of my employment with the Company and terms and conditions of the employment letter to which this Agreement is attached and for the Company's promises to disclose its Proprietary Information to me and to provide me with specialized training and knowledge, and as part of the agreement between the Company and me regarding the Company disclosing its Proprietary Information to me and providing me with specialized training and knowledge, I agree as follows:

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



( b ) I acknowledge receipt of this Agreement upon on the date I received my formal offer of employment, which is at least ten (10) business days before the date my employment with the Company is to commence. I have the right to consult with my counsel prior to signing this Agreement.

i . During the term of my employment, and for a period of one (1) year after my employment with the Company is terminated by me for any reason whatsoever or by the Company without Cause (the “Non-Compete Period”), I will not, directly or indirectly, for my own benefit or the benefit of any other person or entity, compete with the business of the Company or its successors or assigns in (A) each city, county, state, territory and country in which (i) I provided services or had a material presence or influence at any time during the last two years of my employment or engagement with the Company and (B) without limiting Section 7(b)(i)(A), Massachusetts, North Carolina, Texas or in any other state in the United States (including, without limitation, all parishes and municipalities of Louisiana set forth on Exhibit B to this Agreement), or in any country in the world where the Company conducts material business or where the Company has taken active steps to commence conducting business; provided that I shall be permitted to acquire a passive stock or equity interest in such an entity provided the stock or other equity interest acquired is not more than one percent (1%) of the outstanding interests in such entity. The term “not compete” as used herein means that I will not directly or indirectly, as an owner, manager, officer, director, employee, consultant, or stockholder, own, operate, manage, or engage in, or prepare to do any of the foregoing activities, a business substantially similar to or competitive with the business of the Company or such other business activity in which the Company may substantially engage during the term of my employment, nor shall I render services of a financial, strategic, executive, or managerial manner to such a business. “Cause” as used herein shall have its meaning ascribed to it in that certain Severance Agreement, entered into as of February 18, 2020, between Ribbon, Sonus Networks, Inc. d/b/a Ribbon Communications Operating Company, Inc. and me. For the avoidance of doubt, the non-competition obligations set forth above in this Section 7(b) shall not apply to me if and to the extent the Company elects to waive any of such obligations as provided in Section 7(b)(iii) below. In the event the Company determines at any time that I engaged in conduct constituting Cause during or after my employment has ended, then the Company may retroactively designate my termination as a termination with Cause, and the non-competition covenants set forth in this Section 7(b)(i), and each subpart, shall remain in full force and effect pursuant to their terms. Notwithstanding the foregoing, in the event I breach my fiduciary duty to the Company or unlawfully take, physically or electronically, property belonging to the Company as reasonably determined by the Company, the Non-Compete Period as defined above shall be extended for one (1) additional year, for a maximum period of two (2) years after my employment with the Company is terminated.

ii. The Company agrees to pay me during the post-termination portion of the Non-Compete Period at a rate that equals fifty percent (50%) of my highest annualized base salary within the two (2) years prior to my termination, less applicable taxes and withholdings, in accordance with the Company’s regular payroll procedure; provided, however, the Company shall not be required to provide such pay (A) if my employment or engagement with the Company is terminated by the Company without Cause; (B) if and to the extent on or prior to my termination date, the Company elects pursuant to Section 7(b)(iii) to waive my non-competition covenants set forth in Section 7(b)(i); (C) if I violate any of my non-competition covenants set forth in Section 7(b)(i) as reasonably determined by the Company; or (D) during any Non-Compete Period that has been increased beyond one (1) year post-termination for the reasons set forth in Section 7(b)(i). I expressly acknowledge and agree that, in the event the Company reasonably determines that I have breached any of my non-competition covenants set forth in Section 7(b)(i), the Company may refuse to make any payments, and I shall immediately return to the Company any payments already received, pursuant to this Section 7(b)(ii), in addition to and without limiting any other legal or equitable relief available to the Company.



iii. At any time, the Company may in its sole discretion elect to waive any or part of the obligations in Section 7(b)(i), provided any such waiver is expressly agreed to in writing by the Board of Directors of the Company. Such waiver shall be deemed effective when hand-delivered to me or emailed to me at my Company-provided email address.

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

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

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

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



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

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

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

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

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

**If to the Undersigned:**

Most recent address on Company's records.

**If to the Company:**

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



**13. General Provisions.**

( a ) Governing Law. This Agreement will be governed by and construed according to the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles of any jurisdiction.

( b ) Interpretation/Advice of Counsel. All terms and provisions of this Agreement, and the drafting of this Agreement, have been negotiated by the Parties at arm's length and to mutual agreement, with consideration by and participation of each, and no party shall be deemed the scrivener of this Agreement. I acknowledge to the Company that I have been represented by licensed, independent legal counsel in connection with the drafting, negotiation and execution of this Agreement or have had a reasonable opportunity to engage such counsel and voluntarily elected to forgo representation thereby. I further acknowledge and agree that I fully understand all of the terms and provisions of this Agreement, am fully aware of their legal effect, intend that they shall be enforceable against me in accordance with their terms, and have entered into this Agreement freely based on my own judgment and, to the extent applicable, the advice of my counsel.

( c ) Forum. The parties agree that, notwithstanding anything to the contrary in any other agreement between the Company and me, all disputes arising under this Agreement shall be adjudicated in the superior court, or the business litigation session of the superior court, in Suffolk County, Massachusetts, or, if permitted by applicable law, in any federal court of competent jurisdiction in the Commonwealth of Massachusetts, and I hereby agree to consent to the personal jurisdiction of such court. The Company and I each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

( d ) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and myself relating to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant or contractor. By executing this Agreement, I also acknowledge that: (i) I am not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement; and (ii) I knowingly waive any claim that this Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Agreement based upon presently existing facts, known or unknown. The Parties stipulate that each Party is relying upon these representations and warranties in entering into this Agreement. These representations and warranties shall survive the execution of this Agreement.

( e ) Severability.

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



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

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

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

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

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

I UNDERSTAND THAT THIS AGREEMENT, INTER ALIA, AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT, PROHIBITS ME FROM COMPETING WITH THE COMPANY FOR TWELVE (12) MONTHS AFTER MY EMPLOYMENT WITH THE COMPANY IS TERMINATED FOR ANY REASON, AND PROHIBITS ME FROM SOLICITING EMPLOYEES AND CUSTOMERS OF THE COMPANY FOR ONE (1) YEAR AFTER MY EMPLOYMENT WITH THE COMPANY IS TERMINATED FOR ANY REASON.

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

Dated: \_\_\_\_\_, 2020.

Signature of Employee: \_\_\_\_\_

Printed name of Employee: Bruce McClelland

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

ACCEPTED AND AGREED TO BY THE COMPANY:

By: \_\_\_\_\_

Name: Richard J. Lynch  
Title: Chairman of the Board

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## Severance Agreement

THIS SEVERANCE AGREEMENT (the "*Severance Agreement*") is entered into as of February 18, 2020, and effective as of the Start Date (as defined in that certain Employment Letter Agreement, by and between you and the Company, dated February 18, 2020), between Ribbon Communications Inc. ("*Ribbon*"), Sonus Networks, Inc. d/b/a Ribbon Communications Operating Company, Inc. ("*RCOC*" and together with Ribbon, the "*Company*") and Bruce McClelland ("*Executive*" or "*you*").

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

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

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

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

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



- (e) “*Change in Control Protection Period*” means the period beginning on the date of the consummation of the Change in Control and ending on the first anniversary of such Change in Control.
- (f) “*Code*” means the Internal Revenue Code of 1986, as amended.
- (g) “*Date of Termination*” means the date of termination of your employment for any reason.
- (h) “*Disability*” means an illness (mental or physical) or incapacity, which results in you being unable to perform your duties as an employee of the Company for a period of one hundred eighty (180) days, whether or not consecutive, in any twelve (12) month period.
- (i) “*Employment Letter*” means that certain Employment Letter Agreement, by and between you and the Company, dated February 18, 2020.
- ( j ) “*Equity Awards*” means all stock options, restricted stock units, performance stock units and such other equity-based awards granted pursuant to the Incentive Award Plan. For the avoidance of doubt, “Equity Awards” shall not include any cash or cash-based awards granted pursuant to the Incentive Award Plan or any equity or equity-based awards that are granted not pursuant to the Incentive Award Plan (including, but not limited to, the Sign On Awards).
- (k) “*Good Reason*” means:
- i. At any time other than the Change in Control Protection Period, the occurrence of one or more of the following conditions without your prior written consent: (A) a material reduction in your then-effective Base Pay (excluding any such reduction in connection with across-the-board Base Pay reductions for all or substantially all similarly situated employees), or (B) the relocation of your primary place of employment to a location more than 50 miles from Boston, Massachusetts; or
  - ii. during the Change in Control Protection Period, the occurrence of one or more of the following conditions without your prior written consent: (A) a material reduction in your then-effective Base Pay or target Annual Bonus, (B) the relocation of your primary place of employment to a location more than 30 miles from your then-present work location, (C) a material diminution in your authority, duties or responsibilities for the Ribbon Entities, or (D) any material breach of any written agreement by and between any Ribbon Entity and you;
- provided that, in each case of subsections (i) and (ii), you shall not have Good Reason unless and until (x) you give the Company written notice describing the occurrence of Good Reason within 30 days after such occurrence first occurs, (y) such occurrence is not corrected by the Company within 30 days after the Company’s receipt of such notice, and (z) you terminate employment no later than 30 days after the expiration of such 30-day correction period.

- (l) “*Incentive Award Plan*” means Ribbon Communications Inc. 2019 Incentive Award Plan (or any successor equity incentive plan of Ribbon).
  - (m) “*Restrictive Covenants Agreement*” shall mean the Confidentiality, Non-Competition and Assignment of Inventions Agreement, as described in Section 6 of the Employment Letter.
  - (n) “*Ribbon Entities*” means Ribbon Communications Inc. and its direct and indirect subsidiaries.
  - (o) “*Section 409A*” has the meaning set forth in Section 7 of this Severance Agreement.
  - (p) “*Sign On Awards*” means the restricted share units and performance share units granted to you in connection with the commencement of your employment with the Company, as described in Sections 1(c)(i) and 1(c)(ii) of the Employment Letter.
2. Term of Severance Agreement. The term of this Severance Agreement will commence as of the Start Date and shall continue in effect until the earlier of (a) the third anniversary of the Start Date; and (b) the date on which all payments or benefits required to be made or provided hereunder have been made or provided in their entirety (the “*Initial Term*”). Notwithstanding the foregoing, (i) on the third anniversary of the Start Date and on each subsequent anniversary thereafter, this Severance Agreement shall automatically renew and extend for a period of twelve (12) additional months (each such twelve (12)-month period, collectively with the Initial Term, the “*Term*”) unless written notice of non-renewal is delivered from either party to the other not less than six (6) months prior to the applicable date on which extension of the then-existing Term would occur, and (ii) in no event will the Term end prior to the first anniversary of the date of consummation a Change in Control.
3. Termination and Eligibility for Severance
- (a) Accrued Benefits. Upon any termination of your employment, you will be paid (i) any and all earned and unpaid portion of your Base Pay through the Date of Termination; (ii) any accrued but unused vacation pay owed to you in accordance with Company practices up to and including the Date of Termination; and (iii) any allowable and unreimbursed business expenses incurred through the Date of Termination that are supported by appropriate documentation in accordance with the Company’s applicable expense reimbursement policies. Hereafter, items (i) through (iii) in this Section 3 are referred to as “*Accrued Benefits*”. If termination of your employment is for any reason other than (A) by the Company without Cause (other than due to death or Disability) or (B) by you for Good Reason, you will be entitled to receive only the Accrued Benefits.
  - (b) Severance Payment. Subject to Sections 3(c), 6 and 7 of the Severance Agreement:
    - (i) If the Company terminates your employment without Cause (other than as a result of your death or Disability) or if you terminate your employment with Good Reason, in each case, outside of the Change in Control Protection Period, then, in addition to the Accrued Benefits, the Company will provide you the following severance and related post-termination benefits:
      - (1) The Company shall, during the period beginning on the Date of Termination and ending on the twelve (12)-month anniversary of the Date of Termination, pay to you an amount equal to (A) the sum of twelve (12) months of your Base Pay as in effect immediately prior to the Date of Termination (or, in the case of termination by you with Good Reason due to material reduction in Base Pay, your Base Pay in effect immediately prior to such reduction) and your target Annual Bonus for the calendar year in which the Date of Termination occurs (the “*Non-CIC Severance Payment*”), and (B) if termination of your employment occurs more than six months following the commencement of the fiscal year in which the Date of Termination occurs, an amount equal to the Annual Bonus you would have received, if any, had you remained employed through the end of such fiscal year, prorated based on the number of days you worked during such fiscal year and calculated based on actual achievement of the Ribbon Entity performance targets relating to such Annual Bonus (and assuming any individual, personal performance targets are achieved at target) (the “*Pro Rata Bonus*”);

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

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

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

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

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

(1) The Company shall pay to you a cash lump sum payment in an amount equal to (A) two (2) times the sum of twelve (12) months of your Base Pay as in effect immediately prior to the Date of Termination and your target Annual Bonus for the calendar year in which the Date of Termination occurs (or in the case of termination by you with Good Reason due to material reduction in Base Pay and/or target Annual Bonus, your Base Pay and/or target Annual Bonus in effect immediately prior to such reduction, as applicable) (the "*CIC Severance Payment*"), and (B) if termination of your employment occurs more than six months following the commencement of the fiscal year in which the Date of Termination occurs, the Pro Rata Bonus;

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

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

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

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

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

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

5. Mitigation. You shall not be required to mitigate the amount of any payment or benefit provided for in Section 3 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in Section 3 be reduced by any compensation earned by you as the result of employment by another employer or by retirement benefits after the Date of Termination or otherwise, subject to Section 6; provided, however, that (a) any loans, advances or other amounts owed by you to the Company may be offset by the Company and its affiliates against amounts payable to you under Section 3 to the greatest extent permitted by applicable law and (b) cash payments provided for in Section 3(b)(i)(1) or 3(b)(ii)(1), as applicable, shall be reduced by any cash payments made to you pursuant to Section 7(b)(ii) of the Restrictive Covenants Agreement (such reductions prorated over the post-termination Non-Compete Period (as defined in the Restrictive Covenants Agreement) in accordance with Section 409A of the Code).

6. Restrictive Covenants and Other Conditions. You acknowledge and agree that you are a party to that certain Confidentiality, Non-Competition and Assignment of Inventions Agreement, dated as of February 18, 2020, and such agreement remains in full force and effect (the “*Restrictive Covenant Agreement*”). In the event of (a) your material breach of the Restrictive Covenant Agreement, (b) your engagement in any act or omission after the Date of Termination that would have constituted “Cause” under subsections (ii) through (iv), (xii) or (xiii) of the definition thereof (without regard for any cure periods therein) for termination of your employment had you remained employed after the Date of Termination, or (c) the Company’s determination in good faith that facts or circumstances existed on the Date of Termination that, if known by the Company on the Date of Termination, would have constituted Cause, the Company shall be entitled to cease all payments and benefits pursuant to Section 3(b), all Equity Awards that vested pursuant to Section 3(b) and any shares of Company stock you received with respect thereto shall immediately be forfeited, without payment therefor, and you shall be required to pay to the Company, immediately upon demand therefor, the amount of any proceeds realized by you from the sale of any such shares.

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

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

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

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

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

10. Miscellaneous.

- (a) This Severance Agreement, together with any written employment agreement or offer letter to which you may be a party and any agreements referenced herein, will constitute our entire agreement as to your employment by the Company and will supersede any prior agreements or understandings, whether in writing or oral, with respect to the subject matter hereof, other than with respect to any agreements between you and the Company with respect to confidential information, intellectual property, non-competition, non-solicitation, non-disparagement, nondisclosure of proprietary information, inventions and injunctive relief, including, without limitation, the Restrictive Covenant Agreement; provided that Section 10(f) supersedes and replaces any prior dispute resolution provisions in any other prior agreement between you and the Company (including, without limitation, the Restrictive Covenant Agreement).
- (b) This Severance Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.
- (c) The provisions of this Severance Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Severance Agreement shall nevertheless be binding and enforceable and except to the extent necessary to reform or delete such illegal or unenforceable provision, this Severance Agreement shall remain unmodified and in full force and effect.
- (d) This Severance Agreement is personal in nature and neither of the parties hereto shall, without the written consent of the other, assign or otherwise transfer this Severance Agreement or its obligations, duties and rights under this Severance Agreement; provided, however, that in the event of the merger, consolidation, transfer or sale of all or substantially all of the assets of the Company, the Company may assign its rights and obligations hereunder and, in the event of such assignment, this Severance Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall be solely obligated to discharge and perform all of the promises, covenants, duties and obligations of the Company hereunder.
- (e) All notices shall be in writing and shall be delivered personally (including by courier), by overnight receipted courier service (such as UPS or Federal Express) or sent by certified, registered or express mail, postage prepaid, to the Company at the following address: Ribbon Communications Legal Department, 3605 E. Plano Parkway, Plano, Texas 75074, Attn: Head of Legal, and to you at the most current address we have in your employment file. Any such notice shall be deemed given when so delivered personally or, if by certified, registered or express mail, postage prepaid mailed, forty-eight (48) hours after the date of deposit in the mail. Any party may, by notice given in accordance with this paragraph to the other party, designate another address or person for receipt of notices hereunder.
- (f) *Arbitration.* The provisions set forth in Section 8(g) of the Employment Letter are hereby incorporated by reference in this Severance Agreement and shall apply hereto *mutatis mutandis*.



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

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

\* \* \* \* \*

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

EXECUTIVE:

/s/ Bruce McClelland

COMPANY:

By: Richard J. Lynch

Name: Richard J. Lynch

Title: Chairman of the Board

*Signature Page to Severance Agreement*

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

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (the “Agreement”), is made effective as of March 15, 2020 (the “Grant Date”), between Ribbon Communications Inc., a Delaware corporation (the “Company”), and Bruce McClelland (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 2019 Incentive Award Plan (the “Plan”).

NOW THEREFORE, in consideration of the Participant’s agreement to accept employment with the Company and 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 this Agreement and in consideration of employment services to be rendered by the Participant to the Company and its subsidiaries, the Company hereby grants to the Participant 4,750,000 restricted stock units (the “Restricted Stock Units” or “RSUs”). Each Restricted Stock Unit entitles the Participant to a certain number of shares of Common Stock, upon vesting, in accordance with the terms of this Agreement and Schedule 1 hereto.

(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 (including, without limitation, the provisions contained in Sections 10, 12(b), 12(f) and 12(i) of 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 RSUs shall be interpreted in accordance and consistent with such exemption.

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2. *Vesting of Restricted Stock Units.* Subject to Section 3, the Restricted Stock Units shall vest in accordance with the terms set forth in Schedule 1 attached hereto (and any applicable annexes thereto). Upon the vesting of any portion of the Award, as described in Schedule 1 attached hereto (and any applicable annexes thereto), 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 (and any applicable annexes thereto). The shares of Common Stock shall be delivered as soon as practicable following the applicable Vesting Date (as defined in Schedule 1), but in any case within 30 days after such date. Upon delivery of shares of Common Stock on or following a Vesting Date, the Restricted Stock Units related to such shares will immediately and automatically terminate and be of no further force or effect.

3. *Termination of Employment.*

(a) Upon the termination of the Participant's employment with the Company and its subsidiaries 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 all or a portion 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 Award, a termination of employment shall be deemed to have occurred on the date upon which the Participant ceases to perform active and continuous employment duties for the Company or its subsidiaries following the provision of any notification of termination or actual 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 this Agreement or any other agreement (written or oral) to the contrary, the Participant shall not be entitled (and by accepting the Award, thereby irrevocably waives any such entitlement) to any payment or other benefit to compensate the Participant for the loss of any rights hereunder as a result of the termination or forfeiture of the Award in connection with any termination of employment. No amounts earned pursuant to the 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 would have been otherwise expressly permitted under the Plan if this Award had been granted 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. Except as otherwise agreed in writing, 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 required to be withheld) payable in connection with the vesting and settlement of the 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 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 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 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, to the extent such amendment or alternation would have otherwise been permitted under the terms of the Plan if this Award had been granted under the Plan.

11. *Authority.* The Board has complete authority and discretion to interpret and construe the terms of this Agreement and Schedule 1 hereto. The determination of the Board as to any matter relating to the interpretation or construction of this Agreement and/or Schedule 1 hereto 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 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 underlying or relating to the Award (including, without limitation, rights to vote or dividends) until the issuance of a stock certificate to the Participant in respect of the Award (or such shares of Common Stock are evidenced through book entry) on or following the applicable Vesting Date.

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 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: \_\_\_\_\_  
Name: Richard Lynch  
Title: Director

Agreed and acknowledged as  
of the date first above written:

\_\_\_\_\_  
**BRUCE MCCLELLAND**

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**Schedule 1**

The performance goals necessary to provide for the vesting of the RSUs will be based on the sustained achievement of a certain target closing price per share of the Common Stock as set forth in the table below (each such target, a “Target Stock Price”) during the applicable “Performance Period” (as set forth in the table defined below). The Company shall have been determined to achieve the Target Stock Price during any Performance Period and the applicable RSUs shall vest if and only if the closing price per share of the Common Stock equals or exceeds the applicable Target Stock Price for a period of twenty (20) consecutive trading days.

Upon achievement of the Target Stock Price during the applicable Performance Period (e.g., attainment of Target Stock Price of \$7.50 during the First Performance Period), a number of RSUs will become vested as set forth in the table below and the Participant will receive a number of shares of Common Stock equivalent to the number of RSUs that become so vested.

<b>(v) Performance Tranche</b>	<b>(w) Performance Period</b>	<b>(x) Value Awarded</b>	<b>(y) Target Stock Price</b>	<b>(z) Number of RSUs Eligible to Vest / Maximum Number of Shares of Common Stock Received<sup>1</sup>  ((x) / (y))<sup>2</sup></b>
<b>First Performance Tranche</b>	Grant Date through September 1, 2021 (the “ <u>First Performance Period</u> ”)	\$10,000,000	\$7.50	1,333,333
<b>Second Performance Tranche</b>	Grant Date through September 1, 2022 (the “ <u>Second Performance Period</u> ”)	\$15,000,000	\$12.00	1,250,000
<b>Third Performance Tranche</b>	Grant Date through September 1, 2023	\$25,000,000	\$15.00	1,666,667
<b>Fourth Performance Tranche</b>	Grant Date through September 1, 2024	\$10,000,000	\$20.00	500,000
<b>Aggregate Number of RSUs Granted / Aggregate Maximum Number of Shares of Common Stock Eligible to be Received</b>				<b><u>4,750,000</u></b>

<sup>1</sup> In the event that any award would result in the distribution of a fractional share, such award will be rounded to the nearest whole share of Common Stock.

<sup>2</sup> Represents the maximum number of shares eligible to be received, calculated as the Value Awarded divided by the Target Stock Price.



The vesting described above is herein referred to as “Target Stock Price Vesting”. Notwithstanding the foregoing, in the event that a Target Stock Price is not achieved on or before the conclusion of the applicable Performance Period and Target Stock Price Vesting does not occur, the applicable portion of the RSUs that have not vested in respect of such Performance Period (the “Prior Performance Period Unvested RSUs”) may still become vested as follows:

(A) if, on the first business day following the end of the applicable Performance Period, such Prior Performance Period Unvested RSUs remain outstanding and the Look Back Percentage for such Performance Period exceeds zero percent (0%), then a number of the Prior Performance Period Unvested RSUs relating to such Performance Period equal to (i) the product of (x) the Value Awarded for such Performance Period (column x) and (y) the Look Back Percentage for such Performance Period, divided by (ii) the Target Stock Price for the Performance Period (column y) (rounded to the nearest share) shall become vested on the first business day following the end of such Performance Period (the vesting resulting from this subsection (A), the “Look Back Vesting”). For the avoidance of doubt, the Look Back Vesting shall only be applied to result in vesting of RSUs in respect of the applicable Performance Period and not for purposes of any RSUs in respect of prior Performance Periods (e.g., Look Back Vesting with respect to the Second Performance Tranche will in no event result in any vesting of any RSUs in respect of the First Performance Tranche); and

(B) if (i) the higher Target Stock Price applicable to a subsequent Performance Period is achieved in such subsequent Performance Period or (ii) on the first business day following the end of a subsequent Performance Period, such Prior Performance Period Unvested RSUs remain outstanding and the Look Back Percentage for such subsequent Performance Period equals or exceeds fifty percent (50%), all Prior Performance Period Unvested RSUs for earlier Performance Period(s) that have not previously vested due to Look Back Vesting (the “Remaining Prior Performance Period Unvested RSUs”) shall become vested (the vesting resulting from this subsection (B)(i), “Catch-Up Target Vesting” and the vesting resulting from this subsection (B)(ii), the “Catch-Up Look Back Vesting”); provided that, in the event such Remaining Prior Performance Period Unvested RSUs become vested, the number of shares of Common Stock to be received upon vesting of such Remaining Prior Performance Period Unvested RSUs in a subsequent Performance Period will equal (a) the “Value Awarded” set forth above attributable to such Remaining Prior Performance Period Unvested RSUs divided by (b) the higher Target Stock Price applicable to such subsequent Performance Period. For the avoidance of doubt, “Value Awarded” attributable to any RSUs shall be the prorated portion of the Value Awarded described above (e.g., if 20% of the First Performance Tranche were Remaining Prior Performance Period Unvested RSUs, their allocable portion of the Value Awarded for the First Performance Tranche would equal \$2,000,000 (\$10,000,000 x 20%).

For illustrative purposes, in the event that the Target Stock Price of \$7.50 is not achieved in the First Performance Period and no Prior Performance Period Unvested RSUs vested as a result of Look Back Vesting for the First Performance Period, but the Target Stock Price of \$12.00 is achieved in the Second Performance Period, then, upon attainment of the Target Stock Price in the Second Performance Period, the Participant would become vested in the RSUs applicable to both the First Performance Period and Second Performance Period and such RSUs would be settled in a total of 2,083,333 shares of Common Stock, consisting of (a) 833,333 shares of Common Stock in respect of the First Performance Tranche (i.e., a number of shares of Common Stock equal to the First Performance Period’s “Value Awarded” (\$10,000,000 (column x)) divided by \$12.00 (i.e., the achieved Target Stock Price (column y) in the Second Performance Period)) *plus* (b) in respect of the Second Performance Tranche, 1,250,000 shares of Common Stock (i.e., a number of shares of Common Stock equal to the Second Performance Period’s “Value Awarded” (\$15,000,000 (column x)) divided by \$12.00 (i.e., the achieved Target Stock Price (column y) in the Second Performance Period)).

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Further, for illustrative purposes, in the event the Target Stock Price of \$7.50 is not achieved in the First Performance Period, but 80% of the Prior Performance Period Unvested RSUs vest as a result of Look Back Vesting for the First Performance Period (i.e., 1,066,667 RSUs), and the Target Stock Price of \$12.00 is achieved in the Second Performance Period, then, upon attainment of the Target Stock Price in the Second Performance Period, the Participant would become vested in the Remaining Prior Performance Period Unvested RSUs in respect of the First Performance Period and all RSUs applicable to the Second Performance Period and such RSUs would be settled in a total of 1,416,667 shares of Common Stock, consisting of (a) 166,667 shares of Common Stock in respect of Remaining Prior Performance Period Unvested RSUs in respect of the First Performance Period (i.e., a number of shares of Common Stock equal to the First Performance Period's "Value Awarded" attributable to the Remaining Prior Performance Period Unvested RSUs (\$2,000,000) divided by \$12.00 (i.e., the achieved Target Stock Price in the Second Performance Period)) plus (b) in respect of the Second Performance Tranche, 1,250,000 shares of Common Stock (i.e., a number of shares of Common Stock equal to the Second Performance Period's "Value Awarded" (\$15,000,000 (column x) divided by \$12.00 (i.e., the achieved Target Stock Price (column y) in the Second Performance Period)).

Notwithstanding anything herein to the contrary, (a) in no event will any portion of the RSUs become vested after the first business day following September 1, 2024 (such business day, the "Expiration Date") and any unvested RSUs as of the Expiration Date shall be automatically forfeited for no consideration; and (b) in the event of a Change in Control prior to September 1, 2024, (i) any outstanding and unvested RSUs shall be eligible to vest and be settled immediately prior to (but subject to) the consummation of such Change in Control as if the closing price per share of the Common Stock for each trading day during the period of twenty (20) consecutive trading days ending on the closing date of such Change in Control equaled 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) (the "Change in Control Price"), (ii) in the event that any portion of the RSUs remain unvested following any vesting contemplated by subsection (i) above, then any outstanding and unvested RSUs for the Performance Period in which the Change in Control occurs (the "CIC Performance Period") shall be eligible to vest and be settled immediately prior to (but subject to) the consummation of the Change in Control based on, and by, the application of the Look Back Vesting, provided that the Change in Control Price shall be deemed to represent the Average Trading Price (as defined below) for purposes of determining the Look Back Percentage (as defined below) for the CIC Performance Period, and (iii) in the event that any portion of the RSUs remain unvested following any vesting contemplated by subsection (i) and (ii) above, then any Prior Performance Period Unvested RSUs for Performance Periods prior to the CIC Performance Period shall be eligible to vest and be settled immediately prior to (but subject to) the consummation of the Change in Control based on, and by, the application of Catch-Up Look Back Vesting, provided that the Change in Control Price shall be deemed to represent the Average Trading Price for purposes of determining the Look Back Percentage for the CIC Performance Period, and (iv) any portion of the RSUs that remain unvested following any vesting contemplated by subsections (i),(ii) or (iii) above shall be automatically forfeited for no consideration as of the consummation of such Change in Control.

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For purposes of this Schedule 1:

1. "Average Trading Price" with respect to any Performance Period means the highest average closing price per share of Common Stock over any period of twenty (20) consecutive trading days ending in such Performance Period.
  2. "Look Back Percentage" with respect to any Performance Period shall mean the following (represented as a percentage): (a) (i) the Average Trading Price for such Performance Period minus (ii) 90% of the Target Stock Price for such Performance Period, divided by (b) 10% of the Target Stock Price; provided that the Look Back Percentage shall in no event exceed one hundred percent (100%).
  3. "Vesting Date" shall mean (a) with respect to Target Stock Price Vesting and Catch-Up Target Vesting, the last day of the twenty (20) consecutive trading day-period that results in such Target Start Price Vesting or Catch-Up Target Vesting; (b) with respect to any Look Back Vesting and Catch-Up Look Back Vesting with respect to any Performance Period, the first business day following the end of such Performance Period; and (c) with respect to CIC Vesting, the date of the applicable Change in Control.
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