

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 11)\*

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**SONUS NETWORKS, INC.**  
(Name of Issuer)

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**Shares of Common Shares, par value \$0.001 per share**  
(Title of Class of Securities)

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**835916107**  
(CUSIP Number)

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**Rob Vickers**  
**P.O. Box 506625**  
**Dubai, United Arab Emirates**  
**+971-4317-5800**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

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**August 22, 2013**  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

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CUSIP No.

835916107

1.	Names of Reporting Persons <b>Galahad Securities Limited</b>	
	I.R.S. Identification Nos. of above persons (entities only)	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> <input type="checkbox"/> (b) <input type="checkbox"/> <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization British Virgin Islands	
	7. Sole Voting Power -67,295,079- <sup>1</sup>	
	8. Shared Voting Power -0-	
	9. Sole Dispositive Power -67,295,079- <sup>2</sup>	
	10. Shared Dispositive Power -0-	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person -67,295,079- <sup>3</sup>	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	<input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 23.79%* <sup>4</sup>	
14.	Type of Reporting Person (See Instructions) OO	

\* The calculation of the foregoing percentage is based on 282,836,611 Common Shares outstanding as of July 18, 2013, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on July 31, 2013.

<sup>1</sup> See footnote 4

<sup>2</sup> See footnote 4

<sup>3</sup> See footnote 4

<sup>4</sup> As disclosed below in Item 4, the reporting person listed above entered into a Purchase Agreement to sell 7,352,942 shares of Common Shares to the Issuer, which, when the repurchase is effectuated, will result in the reporting person being the beneficial owner of 59,942,137 Common Shares, or 21.76% of the Common Shares outstanding after giving effect to the fact that such repurchased shares will cease to be outstanding.

CUSIP No.

835916107

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1. Names of Reporting Persons

**Legatum Capital Limited**

I.R.S. Identification Nos. of above persons (entities only)

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) £

(b) £

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)

WC

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

£

---

6. Citizenship or Place of Organization

British Virgin Islands

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7. Sole Voting Power **-67,295,079**<sup>-5</sup>

Number of Shares Beneficially Owned

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8. Shared Voting Power **-0-**

by Each Reporting Person With

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9. Sole Dispositive Power **-67,295,079**<sup>-6</sup>

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10. Shared Dispositive Power **-0-**

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11. Aggregate Amount Beneficially Owned by Each Reporting Person **-67,295,079**<sup>-7</sup>

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

£

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13. Percent of Class Represented by Amount in Row (11) **23.79%**<sup>\*8</sup>

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14. Type of Reporting Person (See Instructions) **OO**

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\* The calculation of the foregoing percentage is based on 282,836,611 Common Shares outstanding as of July 18, 2013, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on July 31, 2013.

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<sup>5</sup> See footnote 8

<sup>6</sup> See footnote 8

<sup>7</sup> See footnote 8

<sup>8</sup> As disclosed below in Item 4, the reporting person listed above entered into a Purchase Agreement to sell 7,352,942 shares of Common Shares to the Issuer, which, when the repurchase is effectuated, will result in the reporting person being the beneficial owner of 59,942,137 Common Shares, or 21.76% of the Common Shares outstanding after giving effect to the fact that such repurchased shares will cease to be outstanding.

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CUSIP No.

835916107

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1. Names of Reporting Persons  
**Legatum Global Holdings Limited**

I.R.S. Identification Nos. of above persons (entities only)

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2. Check the Appropriate Box if a Member of a Group (See Instructions)  
(a) £  
(b) £

---

3. SEC Use Only

---

4. Source of Funds (See Instructions)  
WC

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) £

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6. Citizenship or Place of Organization  
British Virgin Islands

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7. Sole Voting Power **-67,295,079**<sup>9</sup>

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Number of Shares Beneficially Owned by Each Reporting Person With

8. Shared Voting Power **-0-**

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9. Sole Dispositive Power **-67,295,079**<sup>10</sup>

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10. Shared Dispositive Power **-0-**

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11. Aggregate Amount Beneficially Owned by Each Reporting Person **-67,295,079**<sup>11</sup>

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) £

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13. Percent of Class Represented by Amount in Row (11) **23.79%**<sup>\*12</sup>

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14. Type of Reporting Person (See Instructions) **OO**

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\* The calculation of the foregoing percentage is based on 282,836,611 Common Shares outstanding as of July 18, 2013, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on July 31, 2013.

<sup>9</sup> See footnote 12

<sup>10</sup> See footnote 12

<sup>11</sup> See footnote 12

<sup>12</sup> As disclosed below in Item 4, the reporting person listed above entered into a Purchase Agreement to sell 7,352,942 shares of Common Shares to the Issuer, which, when the repurchase is effectuated, will result in the reporting person being the beneficial owner of 59,942,137 Common Shares, or 21.76% of the Common Shares outstanding after giving effect to the fact that such repurchased shares will cease to be outstanding.

CUSIP No.

835916107

1. Names of Reporting Persons

**Senate Limited, acting on behalf of that certain trust formed under the laws of The Cayman Islands as of 1 July 1996**

I.R.S. Identification Nos. of above persons (entities only)

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) £

(b) £

3. SEC Use Only

4. Source of Funds (See Instructions)

WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

£

6. Citizenship or Place of Organization

The Cayman Islands

7. Sole Voting Power **-67,295,079<sup>-13</sup>**

Number of Shares Beneficially Owned

8. Shared Voting Power **-0-**

by Each Reporting Person With

9. Sole Dispositive Power **-67,295,079<sup>-14</sup>**

10. Shared Dispositive Power **-0-**

11. Aggregate Amount Beneficially Owned by Each Reporting Person **-67,295,079<sup>-15</sup>**

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

£

13. Percent of Class Represented by Amount in Row (11) **23.79%\*<sup>16</sup>**

14. Type of Reporting Person (See Instructions) **OO**

\* The calculation of the foregoing percentage is based on 282,836,611 Common Shares outstanding as of July 18, 2013, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on July 31, 2013.

<sup>13</sup> See footnote 16

<sup>14</sup> See footnote 16

<sup>15</sup> See footnote 16

<sup>16</sup> As disclosed below in Item 4, the reporting person listed above entered into a Purchase Agreement to sell 7,352,942 shares of Common Shares to the Issuer, which, when the repurchase is effectuated, will result in the reporting person being the beneficial owner of 59,942,137 Common Shares, or 21.76% of the Common Shares outstanding after giving effect to the fact that such repurchased shares will cease to be outstanding.

## EXPLANATORY NOTE

This Amendment No. 11 ("Amendment No. 11") amends the Statement on Schedule 13D filed with the Securities and Exchange Commission (the "Commission") on August 6, 2007, Amendment No. 1 filed with the Commission on September 10, 2007, Amendment No. 2 filed with the Commission on December 13, 2007, Amendment No. 3 filed with the Commission on December 26, 2007, Amendment No. 4 filed with the Commission on April 21, 2008, Amendment No. 5 filed with the Commission on June 19, 2008, Amendment No. 6 filed with the Commission on June 23, 2008, Amendment No. 7 filed with the Commission on June 30, 2008, Amendment No. 8 filed with the Commission on January 12, 2009, Amendment No. 9 filed with the Commission on May 15, 2009 and Amendment No. 10 filed with the Commission on January 15, 2010 by Galahad Securities Limited ("Galahad"), Legatum Capital Limited ("LCL"), Legatum Global Holdings Limited ("LGHL"), Legatum Global Investment Limited ("LGIL") and Senate Limited ("Senate"), acting on behalf of that certain trust formed under the laws of The Cayman Islands as of July 1, 1996 (the "Schedule 13D"). This Amendment No. 11 hereby amends the Schedule 13D to remove LGIL as a reporting person because prior to the filing of this Amendment No. 11 and pursuant to an internal reorganization, LGIL merged with and into LGHL, with LGHL continuing as the surviving entity; accordingly, the defined term "Reporting Persons" now refers only to Galahad, LCL, LGHL and Senate. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Schedule 13D.

### **Item 4. Purpose of Transaction**

The information contained in Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following information:

On August 22, 2013, Reporting Persons entered into a purchase agreement (the "Purchase Agreement") with the Issuer in which Galahad agreed to sell the 7,352,942 Common Shares to the Issuer, at a price per share of \$3.40, corresponding to the closing market price of the Common Shares on August 22, 2013. The closing of the sale of such Common Shares is scheduled to occur on August 27, 2013. The description of the Purchase Agreement contained in this Amendment No. 11 is qualified in its entirety by reference to Exhibit 99.1 hereto.

The Reporting Persons continue to evaluate and review their continued beneficial ownership of, and investment in, shares of the Issuer and may consider the following additional future courses of action: (i) continuing to hold their Common Shares for investment; (ii) disposing of all or a portion of such Common Shares in open market sales or in privately-negotiated transactions, including additional private sales to the Issuer or otherwise; or (iii) acquiring additional Common Shares in the open market or in privately-negotiated transactions.

### **Item 5. Interest in Securities of the Issuer**

As disclosed in Item 4, the Reporting Persons entered into a Purchase Agreement to sell 7,352,942 Common Shares to the Issuer, which, when the repurchase is effectuated, will result in the Reporting Persons being the beneficial owner of 59,942,137 Common Shares, or 21.76% of the Common Shares outstanding after giving effect to the fact that such repurchased shares will cease to be outstanding. The description of the Purchase Agreement contained in this Amendment No. 11 is qualified in its entirety by reference to Exhibit 99.1 hereto.

### **Item 7. Materials to be Filed as Exhibits**

Exhibit 99.1 Purchase Agreement, dated as of August 22, 2013, by and among Sonus Networks, Inc., Galahad Securities Limited, Legatum Capital Limited, Legatum Global Holdings Limited and Senate Limited, acting on behalf of that certain trust formed under the laws of the Cayman Islands as of 1 July, 1996.

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## SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 23, 2013

GALAHAD SECURITIES LIMITED

By: /s/ Mark A. Stoleson  
Mark A. Stoleson  
Director

LEGATUM CAPITAL LIMITED

By: /s/ Mark A. Stoleson  
Mark A. Stoleson  
Director

LEGATUM GLOBAL HOLDINGS LIMITED

By: /s/ Mark A. Stoleson  
Mark A. Stoleson  
Director

SENATE LIMITED, acting on behalf of that certain trust formed under the laws of The Cayman Islands as of 1 July 1996

By: /s/ Mark A. Stoleson  
Mark A. Stoleson  
Director

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## Exhibit Index

### Exhibit No.

### Description

99.1

Purchase Agreement, dated as of August 22, 2013, by and among Sonus Networks, Inc., Galahad Securities Limited, Legatum Capital Limited, Legatum Global Holdings Limited and Senate Limited, acting on behalf of that certain trust formed under the laws of the Cayman Islands as of 1 July, 1996.

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August 22, 2013 by and among Sonus Networks, Inc., a Delaware corporation (the "Company"), Galahad Securities Limited ("Galahad"), a British Virgin Islands company, Legatum Capital Limited ("LGL"), a British Virgin Islands company, Legatum Global Holdings Limited ("LGHL"), a British Virgin Islands company, and Senate Limited ("Senate"), acting on behalf of that certain trust formed under the laws of the Cayman Islands as of 1 July, 1996 (collectively, "Sellers").

WHEREAS, Sellers directly own shares of the issued and outstanding common stock, par value \$0.001 per share, of the Company ("Company Shares");

WHEREAS, Sellers desire to sell, and the Company desires to purchase, free and clear of any and all Liens (as defined herein), an aggregate of 7,352,942 Company Shares for an aggregate purchase price of \$ 25,000,002.80 , as set forth herein; and

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements and representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE; CLOSING

Section 1.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Sellers agree to sell, convey, assign, transfer and deliver to the Company, and the Company agrees to purchase from Sellers, 7,352,942 Company Shares (the "Purchased Shares"), free and clear of any and all mortgages, pledges, encumbrances, liens, security interests, options, charges, claims, deeds of trust, deeds to secure debt, title retention agreements, rights of first refusal or offer, limitations on voting rights, proxies, voting agreements, limitations on transfer or other agreements or claims of any kind or nature whatsoever (collectively, "Liens").

Section 1.2 Purchase Price. Upon the terms and subject to the conditions of this Agreement, in consideration of the aforesaid sale, conveyance, assignment, transfer and delivery to the Company of the Purchased Shares, the Company shall pay to Sellers a price per Purchased Share of \$3.40, for an aggregate price of \$ 25,000,002.80 , in cash.

Section 1.3 Expenses. Except as expressly set forth in this Agreement, all fees and expenses incurred by each party hereto in connection with the matters contemplated by this Agreement shall be borne by the party incurring such fee or expense, including without limitation the fees and expenses of any investment banks, attorneys, accountants or other experts or advisors retained by such party.

Section 1.4 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place on August 27, 2013 or such other date as the

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parties agree (the "Closing Date"), provided that the obligations of the Sellers and the Company to consummate the transactions contemplated by this Agreement shall be conditioned upon there being no injunction or other order, judgment, law, regulation, decree or ruling or other legal restraint or prohibition having been issued, enacted or promulgated by a court or other governmental authority of competent jurisdiction that would have the effect of prohibiting or preventing the consummation of the transactions contemplated hereunder.

Section 1.5 Closing Delivery.

(a) At or prior to the Closing Date, in accordance with Section 1.1 hereof, Galahad shall deliver or cause to be delivered to American Stock Transfer & Trust Company, LLC. ("AST"), at an address to be designated in writing by the Company, the certificates representing the Purchased Shares to be purchased on the Closing Date, duly and validly endorsed or accompanied by stock powers duly and validly executed in blank and sufficient to convey to the Company good, valid and marketable title in and to such Purchased Shares, free and clear of any and all Liens. At the election of Galahad, Galahad may, in lieu of delivering certificates representing the Purchased Shares to be sold thereby, cause its broker(s) to deliver the applicable Purchased Shares to AST through the facilities of the Depository Trust Company's DWAC system. In the event of such an election, the Company shall deliver a letter to AST, in a form reasonably acceptable to AST, which letter shall include the broker name, phone number and number of shares of Purchased Shares to be so transferred, instructing AST to accept the DWAC.

(b) On the Closing Date, upon confirmation from AST that all documents have been delivered in accordance with Section 1.1 and Section 1.5(a) hereof, the Company shall deliver or cause to be delivered to Galahad, \$ 25,000,002.80 , by wire transfer of immediately available funds to such accounts as Galahad specifies in writing prior to such Closing Date.

(c) Each party hereto further agrees to execute and deliver such other instruments as shall be reasonably requested by a party hereto to consummate the transactions contemplated by this Agreement.

ARTICLE II

COVENANTS

Section 2.1 Public Announcement; Public Filings.

(a) Promptly following execution of this Agreement, the Company shall issue a press release as shall be mutually agreed by the Company and Sellers. No party hereto nor any of its respective Affiliates shall issue any press release or make any public statement relating to the transactions contemplated hereby (including, without limitation, any statement to any governmental or regulatory agency or accrediting body) that is inconsistent with, or are otherwise contrary to, the statements in the press release.

(b) Promptly following the date hereof, Sellers shall cause to be filed with the Securities and Exchange Commission an amendment to their most recent Schedule 13D

filing, and prior to filing will provide the Company and its counsel a reasonably opportunity to review and comment upon such amendment.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLERS

Each of Sellers, hereby makes, severally with respect to itself only and not with respect to any other such party, the following representations and warranties to the Company:

Section 3.1 Existence; Authority. Such Seller, as applicable, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Such Seller, as applicable, has all requisite competence, power and authority to execute and deliver this Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement .

Section 3.2 Enforceability. This Agreement has been duly and validly executed and delivered by such Seller, and, assuming due and valid authorization, execution and delivery by the Company, this Agreement and the Amendment will constitute the legal, valid and binding obligations of such Seller, as applicable, enforceable against such person in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles.

Section 3.3 Ownership. Galahad is the beneficial owner of the Purchased Shares, free and clear of any and all Liens. Such Seller has full power and authority to transfer full legal ownership of its respective Purchased Shares to the Company, and such Seller is not required to obtain the approval of any person or governmental agency or organization to effect the sale of the Purchased Shares.

Section 3.4 Good Title Conveyed. All Purchased Shares sold by Galahad hereunder, shall be free and clear of any and all Liens and good, valid and marketable title to such Purchased Shares will effectively vest in the Company at the Closing.

Section 3.5 Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of such Seller, threatened against such party that could impair the ability of Galahad, to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 3.6 Other Acknowledgements. Each Seller represents, severally with respect to itself only and not with respect to any other such party, that it is a sophisticated investor and that it knows that the Company may have material non-public information concerning the Company and its condition (financial and otherwise), results of operations, businesses, properties, plans and prospects and that such information could be material to Sellers' decision to sell the Purchased Shares or otherwise materially adverse to Sellers' interests. Each Seller acknowledges and agrees, severally with respect to itself only and not with respect to any other such party, that the Company shall have no obligation to disclose to it any such information

and hereby waives and releases, to the fullest extent permitted by law, any and all claims and causes of action it has or may have against the Company and their respective Affiliates, officers, directors, employees, agents and representatives based upon, relating to or arising out of nondisclosure of such information or the sale of the Purchased Shares hereunder (except for the failure of the Company to comply with its obligations hereunder). Each Seller further represents, severally with respect to itself only and not with respect to any other such party, that it has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased Shares and has, independently and without reliance upon the Company, made its own analysis and decision to sell the Purchased Shares. Each Seller acknowledges, severally with respect to itself only and not with respect to any other such party, that none of the Company or any of their respective directors, officers, subsidiaries or Affiliates has made or makes any representations or warranties, whether express or implied, of any kind except as expressly set forth in this Agreement. Each Seller represents, severally with respect to itself only and not with respect to any other party, that (i) it is a sophisticated investor and (ii) the sale of the applicable Purchased Shares by Galahad was (x) privately negotiated in an independent transaction and (y) does not violate any rules or regulations applicable to such Seller.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company makes the following representations and warranties to Sellers:

Section 4.1 Existence; Authority. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to execute and deliver this Agreement to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

Section 4.2 Enforceability. This Agreement has been duly and validly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery by Sellers, this Agreement constitutes the legal, valid and binding obligations of the Company, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles.

Section 4.3 Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of the Company, threatened against such party that could impair the ability of the Company to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 4.4 Other Acknowledgments. The purchase of the Purchased Shares by the Company (i) was privately negotiated in an independent transaction and (ii) does not violate any rules or regulations applicable to the Company.

ARTICLE V

MISCELLANEOUS

Section 5.1 Survival. Each of the representations, warranties, covenants, and agreements in this Agreement or pursuant hereto shall survive the Closing. Notwithstanding any knowledge of facts determined or determinable by any party by investigation, each party shall have the right to fully rely on the representations, warranties, covenants and agreements of the other parties contained in this Agreement or in any other documents or papers delivered in connection herewith. Each representation, warranty, covenant and agreement of the parties contained in this Agreement is independent of each other representation, warranty, covenant and agreement. Except as expressly set forth in this Agreement, no party has made any representation warranty, covenant or agreement.

Section 5.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given if so given) by hand delivery, cable, telecopy or mail (registered or certified, postage prepaid, return receipt requested) to the respective parties hereto addressed as follows:

If to the Company:

Sonus Networks, Inc.,  
4 Technology Park Drive  
Westford, Massachusetts 01886  
Attention: Jeffrey Snider  
Email: jsnider@sonusnet.com  
Facsimile: (978) 614-8913

With a copy to:

WilmerHale  
60 State Street  
Boston, MA 02109  
Attention: Mark G. Borden  
Email: mark.borden@wilmerhale.com  
Facsimile: (617) 526-5000

If to any Seller:

P.O. Box 506625  
Dubai, United Arab Emirates  
Attention: Rob Vickers

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
4 Times Square  
New York, NY 10036

Attention: Richard J. Grossman  
Email: Richard.Grossman@skadden.com  
Facsimile: (917) 777-2116

Section 5.3 Certain Definitions. As used in this Agreement, (a) the term "Affiliate" shall have the meaning set forth in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, and shall include persons who become Affiliates of any person subsequent to the date hereof; and (b) the Company and each Seller are referred to herein individually as a "party" and collectively as "parties."

Section 5.4 Specific Performance. The Company, on the one hand, and Sellers, on the other hand, acknowledge and agree that the other would be irreparably injured by a breach of this Agreement and that money damages are an inadequate remedy for an actual or threatened breach of this Agreement. Accordingly, the parties agree to the granting of specific performance of this Agreement and injunctive or other equitable relief as a remedy for any such breach or threatened breach, without proof of actual damages, and further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

Section 5.5 No Waiver. Any waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party hereto to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 5.6 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding. The parties agree that the court making any such determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of, delete specific words or phrases in, or replace any such invalid or unenforceable provision with one that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

Section 5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that this Agreement (and any of the rights, interests or obligations of any party hereunder) may not be assigned by any party without the prior written consent of the other parties hereto (such consent not to be unreasonably withheld) except as set forth in Section 1.5(a). Any purported assignment of a party's rights under this Agreement in violation of the preceding sentence shall be null and void.

Section 5.8 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and, except as expressly set forth herein, is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder. This Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective permitted successors or assigns.

Section 5.9 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to choice of law principles thereof that would cause the application of the laws of any other jurisdiction

Section 5.11 Submission to Jurisdiction. Each of the parties irrevocably submits to the exclusive jurisdiction and service and venue in any federal or state court sitting in the State of Delaware for the purposes of any action, suit or proceeding arising out of or with respect to this Agreement. Each of the parties irrevocably and unconditionally waives any objections to the laying of venue of any action, suit or proceeding relating to this Agreement in any federal or state court sitting in the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY.

Section 5.12 Counterparts; Facsimile. This Agreement may be executed in counterparts, including by facsimile or PDF electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 5.13 Further Assurances. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto agrees to execute such additional documents, to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate or make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

Section 5.14 Interpretation. The parties acknowledge and agree that this Agreement has been negotiated at arm's length and among parties equally sophisticated and knowledgeable in the matters covered hereby. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SONUS NETWORKS, INC.

By: /s/ Maurice Castonguay  
Name: Maurice Castonguay  
Title: Chief Financial Officer

GALAHAD SECURITIES LIMITED

By: /s/ Mark A. Stoleson  
Mark A. Stoleson  
Director

LEGATUM CAPITAL LIMITED

By: /s/ Mark A. Stoleson  
Mark A. Stoleson  
Director

LEGATUM GLOBAL HOLDINGS LIMITED

By: /s/ Mark A. Stoleson  
Mark A. Stoleson  
Director

SENATE LIMITED, acting on behalf of that certain trust formed under the laws of the Cayman Islands as of 1 July, 1996

By: /s/ Mark A. Stoleson  
Mark A. Stoleson  
Director