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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 5)\***

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**SYNCHRONOSS TECHNOLOGIES, INC.**  
(Name of Issuer)

**Common Stock, par value \$0.0001 per share**  
(Title of Class of Securities)

**87157B103**  
(CUSIP Number)

**Steven Spencer  
Siris Capital Group, LLC  
601 Lexington Avenue, 59th Floor  
New York, NY 10022  
(212)-231-0095**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**October 5, 2017**  
(Date of Event Which Requires Filing of This Statement)

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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.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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\* 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 contain 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 (however, see the Notes).

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1	Names of reporting persons:  Silver Private Holdings I, LLC	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
6	Citizenship or place of organization:  Delaware	
Number of shares beneficially owned by each reporting person with	7	Sole voting power:  0
	8	Shared voting power:  5,994,667
	9	Sole dispositive power:  0
	10	Shared dispositive power:  5,994,667
11	Aggregate amount beneficially owned by each reporting person:  5,994,667	
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):  12.93%*	
14	Type of reporting person:  OO	

\* The calculation of the foregoing percentage is based on 46,372,470 shares of common stock outstanding as of March 27, 2017, as reported in the Company's proxy statement, filed with the Securities and Exchange Commission on April 6, 2017.

1	Names of reporting persons:  Silver Private Investments, LLC	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
6	Citizenship or place of organization:  Delaware	
Number of shares beneficially owned by each reporting person with	7	Sole voting power:  0
	8	Shared voting power:  5,994,667
	9	Sole dispositive power:  0
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14	Type of reporting person:  OO	

\* The calculation of the foregoing percentage is based on 46,372,470 shares of common stock outstanding as of March 27, 2017, as reported in the Company's proxy statement, filed with the Securities and Exchange Commission on April 6, 2017.

1	Names of reporting persons:  Siris Partners III, L.P.	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
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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):  12.93%*	
14	Type of reporting person:  PN	

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1	Names of reporting persons:  Siris Partners III Parallel, L.P.	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
6	Citizenship or place of organization:  Delaware	
Number of shares beneficially owned by each reporting person with	7	Sole voting power:  0
	8	Shared voting power:  5,994,667
	9	Sole dispositive power:  0
	10	Shared dispositive power:  5,994,667
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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):  12.93%*	
14	Type of reporting person:  PN	

\* The calculation of the foregoing percentage is based on 46,372,470 shares of common stock outstanding as of March 27, 2017, as reported in the Company's proxy statement, filed with the Securities and Exchange Commission on April 6, 2017.

1	Names of reporting persons:  Siris Partners GP III, L.P.	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
6	Citizenship or place of organization:  Delaware	
Number of shares beneficially owned by each reporting person with	7	Sole voting power:  0
	8	Shared voting power:  5,994,667
	9	Sole dispositive power:  0
	10	Shared dispositive power:  5,994,667
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13	Percent of class represented by amount in Row (11):  12.93%*	
14	Type of reporting person:  PN	

\* The calculation of the foregoing percentage is based on 46,372,470 shares of common stock outstanding as of March 27, 2017, as reported in the Company's proxy statement, filed with the Securities and Exchange Commission on April 6, 2017.

1	Names of reporting persons:  Siris GP HoldCo III, LLC	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
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14	Type of reporting person:  OO	

\* The calculation of the foregoing percentage is based on 46,372,470 shares of common stock outstanding as of March 27, 2017, as reported in the Company's proxy statement, filed with the Securities and Exchange Commission on April 6, 2017.

1	Names of reporting persons:  Siris Capital Group III, L.P.	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
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Number of shares beneficially owned by each reporting person with	7	Sole voting power:  0
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13	Percent of class represented by amount in Row (11):  12.93%*	
14	Type of reporting person:  PN, IA	

\* The calculation of the foregoing percentage is based on 46,372,470 shares of common stock outstanding as of March 27, 2017, as reported in the Company's proxy statement, filed with the Securities and Exchange Commission on April 6, 2017.



1	Names of reporting persons:  Siris Capital Group, LLC	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
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14	Type of reporting person:  OO, IA	

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1	Names of reporting persons:  Siris Advisor HoldCo III, LLC	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
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14	Type of reporting person:  OO	

\* The calculation of the foregoing percentage is based on 46,372,470 shares of common stock outstanding as of March 27, 2017, as reported in the Company's proxy statement, filed with the Securities and Exchange Commission on April 6, 2017.

1	Names of reporting persons:  Siris Advisor HoldCo, LLC	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions):  OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> Not Applicable	
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Number of shares beneficially owned by each reporting person with	7	Sole voting power:  0
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	9	Sole dispositive power:  0
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13	Percent of class represented by amount in Row (11):  12.93%*	
14	Type of reporting person:  OO	

\* The calculation of the foregoing percentage is based on 46,372,470 shares of common stock outstanding as of March 27, 2017, as reported in the Company's proxy statement, filed with the Securities and Exchange Commission on April 6, 2017.

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This Amendment No. 5 to Schedule 13D (this “Amendment No. 5”) amends and supplements the statement on Schedule 13D jointly filed by (i) Silver Private Holdings I, LLC, a Delaware limited liability company (“Silver Holdings”), (ii) Silver Private Investments, LLC, a Delaware limited liability company (“Silver Parent”), (iii) Siris Partners III, L.P., a Delaware limited partnership (“Siris Fund III”), (iv) Siris Partners III Parallel, L.P., a Delaware limited partnership (“Siris Fund III Parallel”), (v) Siris Partners GP III, L.P., a Delaware limited partnership (“Siris Fund III GP”), (vi) Siris GP HoldCo III, LLC, a Delaware limited liability company (“Siris Fund III GP HoldCo”), (vii) Siris Capital Group III, L.P., a Delaware limited partnership (“Siris Fund III Advisor”), (viii) Siris Capital Group, LLC, a Delaware limited liability company (“Siris Capital Group”), (ix) Siris Advisor HoldCo III, LLC, a Delaware limited liability company (“Siris Fund III Advisor HoldCo”); and (x) Siris Advisor HoldCo, LLC, a Delaware limited liability company (“Siris Advisor HoldCo”) (collectively, the “Reporting Persons”) with the Securities and Exchange Commission (the “Commission”) on May 5, 2017 (as previously amended and as may be amended from time to time, this “Schedule 13D”), relating to the common stock, \$0.0001 par value per share (the “Common Stock”), of Synchronoss Technologies, Inc. (the “Company”). Initially capitalized terms used in this Amendment No. 5 that are not otherwise defined herein shall have the same meanings attributed to them in the Schedule 13D.

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

Item 4 is hereby amended by the addition of the following immediately prior to the penultimate paragraph thereof:

On October 4, 2017, the Company and Siris Capital Group determined to restart discussions with respect to a Potential Transaction. On October 5, 2017, Siris Capital Group and the Company entered into an exclusivity agreement (the “Exclusivity Agreement”), providing for an exclusivity period that expires at 11:59 p.m. on October 11, 2017 (the “Exclusivity Period”), subject to 48-hour extensions if the parties are cooperating in good faith and neither party has elected not to extend. During the Exclusivity Period, the Company has agreed to negotiate exclusively with Siris Capital Group relating to a Potential Transaction, including the sale of Intralinks Holdings, Inc. (“Intralinks”). The foregoing description of the Exclusivity Agreement is qualified in its entirety by reference to the complete text of the Exclusivity Agreement, a copy of which has been filed as Exhibit 99.4 and which is incorporated herein by reference.

During the Exclusivity Period, the Reporting Persons plan to negotiate with the Company definitive agreements with respect to (1) the acquisition of Intralinks for a purchase price consisting of (i) up to \$915 million in cash, and (ii) the return to the Company of the Reporting Persons’ 5,994,667 Shares, and (2) an investment in convertible preferred equity of the Company in an amount of \$185 million, which would initially be convertible into approximately 20% of the Company’s Common Stock. These potential terms are indicative and are not binding on the Company or any of the Reporting Persons. There can be no assurance as to whether either or both of these Potential Transactions (or any other Potential Transaction) will be agreed upon, the terms of any such transaction, or the timing of definitive documentation or closing, if any, of any such transaction.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

Item 6 is hereby amended by the by the addition of the following:

The response to Item 4 of this Amendment No. 5 is incorporated herein by reference.

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

Item 7 of the Schedule 13D is hereby amended by the addition of the following:

99.4 Exclusivity Agreement between Siris Capital Group, LLC and Synchronoss Technologies, Inc., dated as of October 5, 2017.

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**SIGNATURES**

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

Dated: October 5, 2017

SILVER PRIVATE HOLDINGS I, LLC  
By: Silver Private Investments, LLC, its sole member

By: /s/ Peter Berger  
Name: Peter Berger  
Title: Authorized Signatory

SILVER PRIVATE INVESTMENTS, LLC

By: /s/ Peter Berger  
Name: Peter Berger  
Title: Authorized Signatory

SIRIS PARTNERS III, L.P.  
SIRIS PARTNERS III PARALLEL, L.P.  
By: Siris Partners GP III, L.P., its general partner  
By: Siris GP HoldCo III, LLC, its general partner

By: /s/ Peter Berger  
Name: Peter Berger  
Title: Managing Member

SIRIS PARTNERS GP III, L.P.  
By: Siris GP HoldCo III, LLC, its general partner

By: /s/ Peter Berger  
Name: Peter Berger  
Title: Managing Member

SIRIS GP HOLDCO III, LLC

By: /s/ Peter Berger  
Name: Peter Berger  
Title: Managing Member

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SIRIS CAPITAL GROUP III, L.P.  
By: Siris Advisor HoldCo III, LLC, its general partner

By: /s/ Peter Berger  
Name: Peter Berger  
Title: Managing Member

SIRIS CAPITAL GROUP, LLC  
By: Siris Advisor HoldCo, LLC, its managing member

By: /s/ Peter Berger  
Name: Peter Berger  
Title: Managing Member

SIRIS ADVISOR HOLDCO III, LLC

By: /s/ Peter Berger  
Name: Peter Berger  
Title: Managing Member

SIRIS ADVISOR HOLDCO, LLC

By: /s/ Peter Berger  
Name: Peter Berger  
Title: Managing Member

## PRIVATE AND CONFIDENTIAL



October 5, 2017

Synchronoss Technologies, Inc.  
200 Crossing Boulevard, 8th Floor  
Bridgewater, NJ 08807  
Attention: Chief Executive Officer

Re: Exclusivity Agreement

Ladies and Gentlemen:

Affiliates of Siris Capital Group, LLC (collectively, "Siris") have commenced discussions with Synchronoss Technologies, Inc. ("Synchronoss") regarding potential transactions involving Siris purchasing the Intralinks business from Synchronoss (the "Intralinks Acquisition") and purchasing convertible preferred stock of Synchronoss (the "PIPE Transaction" and together with the Intralinks Acquisition, the "Proposed Transactions"). Synchronoss recognizes that Siris's continued evaluation and negotiation of the Proposed Transactions would require the expenditure of significant additional time, effort and resources, both internal and external, by Siris. In consideration for, among other things, the willingness of Siris to devote such time, effort and resources in connection with the pursuit of the Proposed Transactions, the parties hereto, intending to be legally bound, hereby agree as follows (this "Agreement"):

1. During the Exclusivity Period (as defined below), Siris shall have the exclusive right to negotiate with Synchronoss and its subsidiaries regarding the Proposed Transactions, and Synchronoss shall not, and shall cause its subsidiaries and its and its subsidiaries' respective officers, directors, employees, partners, attorneys, accountants, financial advisors, agents and other representatives (collectively, with respect to a person, its "Representatives") not to, directly or indirectly (x) initiate, offer, knowingly encourage, or solicit any inquiries with respect to any Alternative Transaction (as defined below) or the making of any proposal or offer for an Alternative Transaction, (y) engage or participate in negotiations or discussions with, or furnish access to its properties, books and records or provide any information to, any persons or entities in connection with an Alternative Transaction or any offer or proposal for an Alternative Transaction or (z) enter into any letter of intent, agreement in principle, acquisition agreement, option agreement or other similar statement of intention or agreement relating to any Alternative Transaction.
2. For purposes of this Agreement, "Exclusivity Period" means the Period commencing with the execution of this Agreement and ending on the earliest to occur of (i) the date of execution of a definitive written agreement with respect to the Proposed Transactions; (ii) 11:59 p.m. (Eastern time) on October 11, 2017, which date shall automatically be extended for successive 48-hour periods if the parties are cooperating in good faith unless either party hereto gives notice of non-extension prior to 11:59 p.m. (Eastern time) on the then-applicable termination date; (iii) Siris and Synchronoss mutually agreeing in writing to terminate this Agreement; or (iv) Siris does not approve a candidate proposed by Synchronoss to serve as CEO of Synchronoss within 24 hours after meeting with such candidate.
3. Synchronoss agrees that it shall be responsible for any breach of this Agreement by any of its Representatives.
4. Promptly after the execution and delivery of this Agreement, Synchronoss will, and will cause its Representatives to, immediately cease and terminate any existing solicitation, discussion or negotiation or other direct or indirect contact with any third parties with respect to any Alternative Transaction. Synchronoss will promptly (and in any event within 24 hours) notify Siris of any proposal for, or inquiry or other communication regarding, an Alternative Transaction, or any proposal, inquiry or other

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communication that could reasonably be expected to lead to an Alternative Transaction, in each case of which Synchronoss or any of their respective Representatives becomes aware during the Exclusivity Period (which notice shall include the identity of the person making the proposal, inquiry or other communication, the principal beneficial owner(s) thereof (if any and if known), the material terms of such proposal, inquiry or other communication and, to the extent such proposal, inquiry or other communication is made in writing, a copy of such materials, in each case except to the extent that disclosure of such information is prohibited by a confidentiality or non-disclosure agreement to which Synchronoss is a party as of the date hereof). Siris shall keep any such communication confidential pursuant to the terms of the Non-Disclosure Agreement referenced in paragraph 10 below.

5. As used in this Agreement, "Alternative Transaction" means: (i) any sale, transfer, lease, license, disposition, merger, business combination, share exchange, recapitalization, joint venture or similar transaction or series of related transactions in which any third party would directly or indirectly acquire (x) beneficial ownership of more than fifteen percent (15%) of the voting securities of Synchronoss, (y) assets of Synchronoss with a value of more than fifteen (15%) of the market capitalization of Synchronoss as of the date hereof, or (z) the shares or assets of Intralinks Holdings Inc. and its subsidiaries (for clarity, excluding non-exclusive licenses of products to customers in the ordinary course of business) or (ii) any merger or other business combination in which the holders of voting securities of Synchronoss immediately prior to the transaction do not own more than eighty-five percent (85%) of the voting securities of the resulting entity or its ultimate parent, unless in the case of clauses (i)(x), (i)(y) and (ii), the shares and assets of Intralinks Holdings Inc. and its subsidiaries are excluded from such transaction and the consummation of such transaction would not materially interfere with the consummation of the Proposed Transactions.
6. Unless and until a definitive agreement with respect to each Proposed Transaction has been executed and delivered, none of Siris, Synchronoss nor any of their respective affiliates will be under any legal obligation to continue discussions about, to enter into definitive written agreements for, or to consummate such Proposed Transaction or any other transaction by virtue of this Agreement or any other written or oral expression with respect thereto.
7. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.
8. This Agreement may be amended only pursuant to a written instrument signed by each of the parties hereto. No failure or delay by any party in exercising any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.
9. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement and that the non-breaching party shall be entitled to equitable relief as a remedy for any such breach or threatened breach without the necessity of proving actual damages and without posting a bond or other security.
10. The Non-Disclosure Agreement, dated May 19, 2017, between the parties hereto shall continue in full force and effect and shall survive the termination of this Agreement, and shall govern any discussions and/or disclosures made in connection herewith.
11. This Agreement may be executed and delivered (including, without limitation, by facsimile transmission or PDF) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*



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If you are in agreement with the terms of this Agreement and desire to proceed on that basis, please sign this Agreement in the space provided below and return an executed copy to Siris, upon which this Agreement will be a binding agreement between us.

**SIRIS CAPITAL GROUP, LLC**

By: /s/ Peter Berger

Name: Peter Berger

Title: Managing Partner

ACCEPTED AND AGREED  
as of this 5<sup>th</sup> day of October, 2017:

**SYNCHRONOSS TECHNOLOGIES, INC.**

By: /s/ Lawrence R. Irving

Name: Lawrence R. Irving

Title: Chief Financial Officer

[Signature page to Exclusivity Agreement]