

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM S-8  
REGISTRATION STATEMENT  
Under  
The Securities Act of 1933**

**Synchronoss Technologies, Inc.**

(Exact name of Registrant as specified in its charter)

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

**06-1594540**  
(IRS Employer  
Identification No.)

**200 Crossing Boulevard, 8<sup>th</sup> Floor  
Bridgewater, NJ 08807  
(866) 620-3940**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Synchronoss Technologies, Inc. 2017 New Hire Equity Incentive Plan  
Glenn Lurie Inducement Awards  
Synchronoss Technologies, Inc. Employee Stock Purchase Plan**  
(Full title of plans)

**Glenn Lurie  
President and Chief Executive Officer  
200 Crossing Boulevard, 8<sup>th</sup> Floor  
Bridgewater, NJ 08807**

(Name and address of agent for service)

**(866) 620-3940**

(Telephone number, including area code, of agent for service)

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

|                         |   |                           |   |
|-------------------------|---|---------------------------|---|
| Large accelerated filer | o | Accelerated filer         | x |
| Non-accelerated filer   | o | Smaller reporting company | o |
|                         |   | Emerging growth company   | o |

If an emerging growth company, indicate by check mark if the registration has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. o

**CALCULATION OF REGISTRATION FEE**

| Title of Securities<br>to be Registered           | Amount to be<br>Registered(1) | Proposed<br>Maximum<br>Offering Price<br>Per Share | Proposed<br>Maximum<br>Aggregate<br>Offering Price(2) | Amount of<br>Registration Fee |
|---------------------------------------------------|-------------------------------|----------------------------------------------------|-------------------------------------------------------|-------------------------------|
| <b>Common Stock, \$0.0001 par value per share</b> |                               |                                                    |                                                       |                               |
| —2017 New Hire Equity Incentive Plan              |                               |                                                    |                                                       |                               |
| Outstanding Option Grants                         | 364,853                       | \$ 6.88(2)                                         | \$ 2,509,770.88                                       | \$ 304.19                     |
| Outstanding Restricted Stock Awards               | 810,654                       | \$ 6.22(3)                                         | \$ 5,038,214.61                                       | \$ 610.64                     |
| Outstanding Performance Awards                    | 30,000                        | \$ 6.22(3)                                         | \$ 186,450.00                                         | \$ 22.60                      |
| Available Shares                                  | 294,493                       | \$ 6.22(3)                                         | \$ 1,830,274.00                                       | \$ 221.83                     |
| —Inducement Stock Option Awards                   | 1,507,101                     | \$ 10.04(4)                                        | \$ 15,131,294.04                                      | \$ 1,833.92                   |
| —Inducement Restricted Stock Awards               | 180,528                       | \$ 6.22(5)                                         | \$ 1,121,981.52                                       | \$ 135.99                     |
| —Inducement Performance Awards                    | 180,528                       | \$ 6.22(5)                                         | \$ 1,121,981.52                                       | \$ 135.99                     |
| —Employee Stock Purchase Plan                     | 500,000                       | \$ 6.22(6)                                         | \$ 3,107,500.00                                       | \$ 376.63                     |
| <b>TOTAL</b>                                      | <b>3,868,157</b>              |                                                    | <b>\$ 30,047,466.57</b>                               | <b>\$ 3,641.79</b>            |

- (1) Pursuant to Rule 416(a) promulgated under the Securities Act of 1933, as amended (the "1933 Act"), this Registration Statement shall also cover any additional shares of Registrant's Common Stock that become issuable under the plans set forth herein by reason of any stock dividend, stock split, recapitalization, or other similar transaction effected that results in an increase to the number of outstanding shares of Registrant's Common Stock, as applicable.
- (2) Represents shares of the Registrant's Common Stock issuable upon exercise of a stock options granted as an inducement material to their acceptance of employment with the registrant, in accordance with the inducement grant exception under Nasdaq Listing Rule 5635(c)(4). Solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) under the 1933 Act, the price per share and aggregate offering price are based upon the weighted average exercise price for the Registrant's Common Stock subject to outstanding stock options.
- (3) Represents shares of the Registrant's Common Stock underlying restricted stock awards or performance awards granted as an inducement material to their acceptance of employment with the registrant, in accordance with the inducement grant exception under Nasdaq Listing Rule 5635(c)(4). Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) and (h)(1) under the 1933 Act. The offering price per share and aggregate offering price for the unissued stock options and shares of Common Stock are based upon the average of the high and low prices of the Registrant's Common Stock as reported on The Nasdaq Global Market on March 26, 2019.
- (4) Represents shares of the Registrant's Common Stock issuable pursuant to the stock option inducement grants made to Glenn Lurie, the Registrant's Chief Executive Officer, in accordance with the provisions set forth in that certain employment agreement by and between the Registrant and Glenn Lurie in accordance with the inducement grant exception under Nasdaq Listing Rule 5635(c)(4). Solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) under the 1933 Act, the price per share and aggregate offering price are based upon the weighted average exercise price for the Registrant's Common Stock subject to outstanding stock options.
- (5) Represents shares of the Registrant's common stock issuable pursuant to the restricted stock award and performance award inducement grants made to Glenn Lurie, the Registrant's Chief Executive Officer, in accordance with the provisions set forth in that certain employment agreement by and between the Registrant and Glenn Lurie in accordance with the inducement grant exception under Nasdaq Listing Rule 5635(c)(4). Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) and (h)(1) under the 1933 Act. The offering price per share and aggregate offering price for the unissued stock options and shares of Common Stock are based upon the average of the high and low prices of the Registrant's Common Stock as reported on The Nasdaq Global Market on March 26, 2019.
- (6) Represents 500,000 of Common Stock reserved for future grant under the Synchronoss Technologies, Inc. Employee Stock Purchase Plan. Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) and (h)(1) under the 1933 Act. The offering price per share and aggregate offering price for the unissued stock options and shares of Common Stock are based upon the average of the high and low prices of the Registrant's Common Stock as reported on The Nasdaq Global Market on March 26, 2019.

## EXPLANATORY NOTE

This registration statement on Form S-8 registers shares of common stock, par value \$0.0001 per share (the “Common Stock”) available for issuance under (i) the Registrant’s 2017 New Hire Plan (the “New Hire Plan”), (ii) stock options, restricted stock awards and performance awards granted to Glenn Lurie to induce him to accept employment as the Registrant’s chief executive officer (the “Inducement Awards”) and (iii) the Registrant’s Employee Stock Purchase Plan, as amended (the “ESPP”). The New Hire Plan and the Inducement Awards were approved by the compensation committee of the Registrant’s Board of Directors in compliance with and in reliance on Nasdaq Listing Rule 5635(c)(4). The Registrant’s Board of Directors stockholders approved an increase of 500,000 additional shares to the ESPP, subject to stockholder approval, on July 25, 2018. On November 24, 2018, the Registrant’s stockholders approved the increase of 500,000 additional shares to the ESPP.

### PART I

#### Information Required in the Section 10(a) Prospectus

The information specified in this Part I is omitted from this Registration Statement in accordance with Rule 428 under the 1933 Act. In accordance with the rules and regulations of the Securities and Exchange Commission (the “Commission”) and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the 1933 Act.

### PART II

#### Information Required in the Registration Statement

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

Synchronoss Technologies, Inc. (the “Registrant”) hereby incorporates by reference into this Registration Statement the following documents previously filed with the Commission:

- (a) The Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on March 18, 2019; and
- (c) The description of the Registrant’s outstanding Common Stock contained in the Registrant’s Registration Statement No. 000-52049 on Form 8-A filed with the Commission on June 13, 2006, pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the “1934 Act”), including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the 1934 Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents.

##### Item 4. Description of Securities

Not applicable.

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

Not applicable.

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

Section 145 of the Delaware General Corporation Law authorizes a court to award or a corporation’s Board of Directors to grant indemnification to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the 1933 Act. The Registrant’s Bylaws provide for mandatory indemnification of its directors and permissible indemnification of officers, employees and other agents to the maximum extent permitted by the Delaware General Corporation Law. The Registrant’s Certificate of Incorporation provides that, pursuant to Delaware law, its directors shall not be liable for monetary damages for breach of their fiduciary duty as directors to the Registrant and its stockholders. This provision in the Certificate of Incorporation does not eliminate the fiduciary duty of the directors, and, in appropriate circumstances, equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, each director will continue to be subject to liability for breach of the director’s duty of loyalty to the Registrant for acts or omissions not in good faith or involving intentional misconduct, for knowing violations of law, for actions leading to improper personal benefit to the director and

for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. The provision also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws. The Registrant has entered into Indemnification Agreements with its directors. The Indemnification Agreements provide the Registrant's directors with further indemnification to the maximum extent permitted by the Delaware General Corporation Law.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

| <u>Exhibit Number</u> | <u>Exhibit</u>                                                                                                                                                                                                                                                                                                                                 |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.1                   | <a href="#"><u>Instruments Defining the Rights of Stockholders. Reference is made to the Registrant's Registration Statement No. 000-52049 on Form 8-A, together with the amendments and exhibits thereto, which is incorporated herein by reference pursuant to Item 3(c) to this Registration Statement.</u></a>                             |
| 5.1                   | <a href="#"><u>Opinion and consent of Gunderson Dettmer Stough Villeneuve Franklin &amp; Hachigian, LLP.</u></a>                                                                                                                                                                                                                               |
| 10.1                  | <a href="#"><u>Synchronoss Technologies, Inc. 2017 New Hire Equity Incentive Plan, Form of Notice of Stock Option Grant and Stock Option Agreement, and Form of Notice of Restricted Stock Award and Restricted Stock Agreement (incorporated by reference to the Registrant's Current Report on Form 8-K filed on December 21, 2017).</u></a> |
| 10.2                  | <a href="#"><u>Form of Inducement Stock Option Agreement for Glenn Lurie.</u></a>                                                                                                                                                                                                                                                              |
| 10.3                  | <a href="#"><u>Form of Inducement Restricted Stock Award Agreement for Glenn Lurie.</u></a>                                                                                                                                                                                                                                                    |
| 10.4                  | <a href="#"><u>Form of Inducement Performance Award Agreement for Glenn Lurie.</u></a>                                                                                                                                                                                                                                                         |
| 10.5                  | <a href="#"><u>Employee Stock Purchase Plan (incorporated by reference to Registrant's Annual Report on Form 10-K for the year ended December 31, 2011).</u></a>                                                                                                                                                                               |
| 23.1                  | <a href="#"><u>Consent of Independent Registered Public Accounting Firm.</u></a>                                                                                                                                                                                                                                                               |
| 23.2                  | <a href="#"><u>Consent of Gunderson Dettmer Stough Villeneuve Franklin &amp; Hachigian, LLP is contained in Exhibit 5.1.</u></a>                                                                                                                                                                                                               |
| 24                    | <a href="#"><u>Power of Attorney (included on signature page hereof).</u></a>                                                                                                                                                                                                                                                                  |

Item 9. Undertakings

A. The undersigned Registrant hereby undertakes: (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement: (i) to include any prospectus required by Section 10(a)(3) of the 1933 Act; (ii) to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement — notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement; provided, however, that clauses (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the 1934 Act that are incorporated by reference in this Registration Statement; (2) that for the purpose of determining any liability under the 1933 Act each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the 1933 Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the 1934 Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the 1933 Act may be permitted to directors, officers or controlling persons of the Registrant pursuant to the indemnification provisions summarized in Item 6 or otherwise, the Registrant has been advised that, in the opinion of the Commission, such indemnification is against public policy as expressed in the 1933 Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the 1933 Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bridgewater, State of New Jersey on this 27<sup>th</sup> day of March, 2019.

**SYNCHRONOSS TECHNOLOGIES, INC.**

By: /s/ David Clark  
David Clark  
Chief Financial Officer

**POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That the undersigned officers and directors of Synchronoss Technologies, Inc., a Delaware corporation, do hereby constitute and appoint Glenn Lurie and Ronald J. Prague, and any of them, the lawful attorneys-in-fact and agents with full power and authority to do any and all acts and things and to execute any and all instruments which said attorneys and agents, and either one of them, determine may be necessary or advisable or required to enable said corporation to comply with the Securities Act of 1933, as amended, and any rules or regulations or requirements of the Securities and Exchange Commission in connection with this Registration Statement. Without limiting the generality of the foregoing power and authority, the powers granted include the power and authority to sign the names of the undersigned officers and directors in the capacities indicated below to this Registration Statement, to any and all amendments, both pre-effective and post-effective, and supplements to this Registration Statement, and to any and all instruments or documents filed as part of or in conjunction with this Registration Statement or amendments or supplements thereof, and each of the undersigned hereby ratifies and confirms all that said attorneys and agents, or either one of them, shall do or cause to be done by virtue hereof. This Power of Attorney may be signed in several counterparts.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Power of Attorney as of the date indicated.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

| <u>Signature</u>                                   | <u>Title</u>                                                                                               | <u>Date</u>    |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------|
| <u>/s/Glenn Lurie</u><br>Glenn Lurie               | President and Chief Executive Officer<br>(Principal Executive Officer)                                     | March 27, 2019 |
| <u>/s/David Clark</u><br>David Clark               | Chief Financial Officer and Treasurer<br>(Principal Financial Officer and<br>Principal Accounting Officer) | March 27, 2019 |
| <u>/s/William J. Cadogan</u><br>William J. Cadogan | Director                                                                                                   | March 27, 2019 |
| <u>/s/Thomas J. Hopkins</u><br>Thomas J. Hopkins   | Director                                                                                                   | March 27, 2019 |
| <u>/s/James M. McCormick</u><br>James M. McCormick | Director                                                                                                   | March 27, 2019 |
| <u>/s/Donnie M. Moore</u><br>Donnie M. Moore       | Director                                                                                                   | March 27, 2019 |
| <u>/s/Stephen G. Waldis</u><br>Stephen G. Waldis   | Executive Chairman                                                                                         | March 27, 2019 |
| <u>/s/Frank Baker</u><br>Frank Baker               | Director                                                                                                   | March 27, 2019 |
| <u>/s/Peter Berger</u><br>Peter Berger             | Director                                                                                                   | March 27, 2019 |
| <u>/s/Robert Aqualina</u><br>Robert Aqualina       | Director                                                                                                   | March 27, 2019 |
| <u>/s/Kristin Rinne</u><br>Kristin Rinne           | Director                                                                                                   | March 27, 2019 |
| <u>/s/Mohan Gyani</u><br>Mohan Gyani               | Director                                                                                                   | March 27, 2019 |

March 27, 2019

Synchronoss Technologies, Inc.  
200 Crossing Boulevard, 8<sup>th</sup> Floor  
Bridgewater, NJ 08807

Re: **Synchronoss Technologies, Inc. (the "Company") Registration Statement for 3,868,157 shares of Common Stock**

Ladies and Gentlemen:

We refer to the registration statement on Form S-8 (the "Registration Statement") to be filed by Synchronoss Technologies, Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") in connection with the registration under the Securities Act of 1933, as amended (the "Act") of 3,868,157 shares (the "Shares") of Common Stock, \$0.0001 par value per share (the "Common Stock"), consisting of (i) 1,500,000 shares of Common Stock that are subject to issuance by the Company upon the exercise or settlement of awards be granted under the Company's 2017 New Hire Equity Incentive Plan (the "Plan"), (ii) 1,868,157 shares of Common Stock issued as inducement awards (the "Inducement Awards") and (iii) 500,000 shares of Common Stock reserved for future issuance pursuant to the Company's Employee Stock Purchase Plan, as amended (the "ESPP").

In connection with this opinion, we have reviewed the actions proposed to be taken by you in connection with the issuance and sale of the Shares issued or to be issued under the Plan, the Inducement Awards and the ESPP. We have also examined and relied upon the Registration Statement and the originals or copies certified to our satisfaction of such other documents, records, certificates, memoranda and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. With your consent, we have relied upon certificates and other assurances of officers of the Company as to factual matters without having independently verified such factual matters. We have assumed the genuineness and authenticity of all documents submitted to us as originals, and the conformity to originals of all documents submitted to us as copies thereof and the due execution and delivery of all documents where due execution and delivery are a prerequisite to the effectiveness thereof.

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement, other than as expressly stated herein with respect to the issue of the Shares. Our opinion is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated. Our opinion herein is expressed solely with respect to the federal laws of the United States and the General Corporation Law of the State of Delaware. Our opinion is based on these laws as in effect on the date hereof, and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein. We are not rendering any opinion as to compliance with any federal or state antifraud law, rule or regulation relating to securities, or to the sale or issuance thereof.

Based upon and subject to the foregoing, we advise you that, in our opinion, when the Shares have been issued and sold by the Company pursuant to the applicable provisions of the Plan, the Inducement Awards and the ESPP and pursuant to the agreements which accompany the Plan, the Inducement Awards and the ESPP, and in accordance with the Registration Statement, such Shares will be validly issued, fully paid and nonassessable.

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

Very truly yours,

/s/ Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP

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Synchronoss Technologies, Inc.

ID:

200 Crossing Boulevard  
Bridgewater, NJ 08807**Inducement Stock Option Agreement**

%%FIRST\_NAME%%-%% %%MIDDLE\_NAME%%-%%  
 %%LAST\_NAME%%-%%  
 %%ADDRESS\_LINE\_1%%-%%  
 %%ADDRESS\_LINE\_2%%-%%  
 %%CITY%%-%%, %%STATE%%-%% %%COUNTRY%%-%%  
 %%ZIPCODE%%-%%

**Grant Number:** %%OPTION\_NUMBER%%-%%  
**Type:** %%Inducement Grant%%-%%  
**ID:** %%EMPLOYEE\_IDENTIFIER%%-%%

You have been granted an option to purchase Common Stock of the Company, subject to the terms and conditions in the 2015 Equity Incentive Plan and the Inducement Option Agreement, as follows:

|                                  |                                              |
|----------------------------------|----------------------------------------------|
| Date of Grant:                   | %%OPTION_DATE,'MM/DD/YYYY'%%-%%              |
| Vesting Commencement Date:       | %%HIRE_DATE%%-%%                             |
| Exercise Price Per Share:        | %%OPTION_PRICE,'\$999,999,999.9999'%%-%%     |
| Total Number of Options Granted: | %%TOTAL_SHARES_GRANTED,'999,999,999'%%-%%    |
| Total Exercise Price:            | %%TOTAL_OPTION_PRICE,'\$999,999,999.99'%%-%% |
| Type of Option:                  | %%OPTION_TYPE_LONG%%-%%                      |
| Expiration Date of Option:       | %%EXPIRE_DATE_PERIOD1,'MM/DD/YYYY'%%-%%      |

The shares shall vest with respect to the first 25% of the shares when the individual completes 12 months of continuous service after the vesting commencement date. The shares shall vest with respect to an additional 1/48th of the shares when you complete each month of continuous service thereafter.

Recipient understands and agrees that the %%OPTION\_TYPE\_LONG%%-%% is an inducement grant and that the shares are not issued under the Company's 2015 New Hire Equity Incentive Plan (the "Plan"), but is otherwise subject to all terms and conditions of the Plan. Recipient further agrees to be bound by the terms of the Plan and the terms of the Plan as set forth in the %%OPTION\_TYPE\_LONG%%-%% Agreement and any Addenda to such %%OPTION\_TYPE\_LONG%%-%% Agreement attached hereto as Exhibit A. A copy of the Plan is available upon request made to the Corporate Secretary at the Company's principal offices.

**THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY SECURITIES LAWS OF ANY U.S. STATE, AND MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED. IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY (CONFIRMED BY OPINION OF COUNSEL) OF AN ALTERNATIVE EXEMPTION FROM REGISTRATION UNDER THE ACT**

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***(INCLUDING WITHOUT LIMITATION IN ACCORDANCE WITH REGULATION S UNDER THE ACT), THESE SHARES MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF. HEDGING TRANSACTIONS INVOLVING THESE SHARES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.***

No Employment or Service Contract. Nothing in this Notice or in the attached %%OPTION\_TYPE\_LONG%% Agreement or in the Plan shall confer upon Recipient any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining Recipient) or of Recipient, which rights are hereby expressly reserved by each, to terminate Recipient's Service at any time for any reason, with or without cause.

You further agree that the Company may deliver by email all documents relating to the Plan or this option (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a web site, it will notify you by email.

Definitions. All capitalized terms in this Notice shall have the meaning assigned to them in this Notice or in the %%OPTION\_TYPE\_LONG%% Agreement.

Synchronoss Technologies, Inc.

Chief Financial Officer & Treasurer

INDUCEMENT

STOCK OPTION AGREEMENT

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tax Treatment</b>                   | This option is intended to be an incentive stock option under section 422 of the Internal Revenue Code or a non-statutory stock option, as provided in the Notice of Stock Option Grant.                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Vesting</b>                         | <p>This option becomes exercisable in installments, as shown in the Notice of Stock Option Grant.</p> <p>This option will in no event become exercisable for additional shares after your Service has terminated for any reason. For purposes of this Agreement, “<b>Service</b>” means your service as an Employee, Outside Director or Consultant.</p>                                                                                                                                                                                                                                     |
| <b>Term</b>                            | This option expires in any event at the close of business at Company headquarters on the Expiration Date shown in the Notice of Stock Option Grant, which is not later than the day before the 7 <sup>th</sup> anniversary of the Date of Grant. (It will expire earlier if your Service terminates, as described below.)                                                                                                                                                                                                                                                                    |
| <b>Regular Termination</b>             | If your Service terminates for any reason except death or total and permanent disability, then this option will expire at the close of business at Company headquarters on the date three months after your termination date. The Company determines when your Service terminates for this purpose.                                                                                                                                                                                                                                                                                          |
| <b>Death</b>                           | If you die before your Service terminates, then this option will expire at the close of business at Company headquarters on the date 12 months after the date of death.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Disability</b>                      | <p>If your Service terminates because of your total and permanent disability, then this option will expire at the close of business at Company headquarters on the date 12 months after your termination date.</p> <p>For all purposes under this Agreement, “total and permanent disability” means that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than one year.</p> |
| <b>Leaves of Absence and Part-Time</b> | For purposes of this option, your Service does not terminate when you go on a military leave, a sick leave or another <i>bona fide</i> leave of absence, if the leave was approved by the Company in writing. But your Service                                                                                                                                                                                                                                                                                                                                                               |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Work</b>                     | <p>terminates when the approved leave ends, unless you immediately return to active work.</p> <p>If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Restrictions on Exercise</b> | <p>The Company will not permit you to exercise this option if the issuance of shares at that time would violate any law or regulation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Notice of Exercise</b>       | <p>When you wish to exercise this option, you must notify the Company by filing the proper "Notice of Exercise" form at the address given on the form. Your notice must specify how many shares you wish to purchase. Your notice must also specify how your shares should be registered. The notice will be effective when the Company receives it.</p> <p>If someone else wants to exercise this option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Form of Payment</b>          | <p>When you submit your notice of exercise, you must include payment of the option exercise price for the shares that you are purchasing. To the extent permitted by applicable law, payment may be made in one (or a combination of two or more) of the following forms:</p> <ul style="list-style-type: none"><li>· Your personal check, a cashier's check or a money order.</li><li>· Certificates for shares of Company stock that you own, along with any forms needed to effect a transfer of those shares to the Company. The value of the shares, determined as of the effective date of the option exercise, will be applied to the option exercise price. Instead of surrendering shares of Company stock, you may attest to the ownership of those shares on a form provided by the Company and have the same number of shares subtracted from the option shares issued to you. However, you may not surrender, or attest to the ownership of, shares of Company stock in payment of the exercise price if your action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to this option for financial reporting purposes.</li><li>· Irrevocable directions to a securities broker approved by the Company to sell all or part of your option shares and to deliver to the Company from the sale proceeds an amount sufficient to pay the option exercise price and any withholding taxes. (The balance of the sale proceeds, if any, will be delivered to you.) The directions must be given by signing a special "Notice of Exercise" form provided by the Company.</li></ul> |

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Withholding Taxes and Stock Withholding</b> | You will not be allowed to exercise this option unless you make arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the option exercise. With the Company's consent, these arrangements may include withholding shares of Company stock that otherwise would be issued to you when you exercise this option. The value of these shares, determined as of the effective date of the option exercise, will be applied to the withholding taxes.                                                                                                                                   |
| <b>Restrictions on Resale</b>                  | You agree not to sell any option shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.                                                                                                                                                                                                                                                                                                 |
| <b>Transfer of Option</b>                      | <p>Prior to your death, only you may exercise this option. You cannot transfer or assign this option. For instance, you may not sell this option or use it as security for a loan. If you attempt to do any of these things, this option will immediately become invalid. You may, however, dispose of this option in your will or a beneficiary designation.</p> <p>Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in your option in any other way.</p> |
| <b>Retention Rights</b>                        | Your option or this Agreement does not give you the right to be retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Stockholder Rights</b>                      | You, or your estate or heirs, have no rights as a stockholder of the Company until you have exercised this option by giving the required notice to the Company and paying the exercise price. No adjustments are made for dividends or other rights if the applicable record date occurs before you exercise this option, except as described in the Plan.                                                                                                                                                                                                                                                                     |
| <b>Adjustments</b>                             | In the event of a stock split, a stock dividend or a similar change in Company stock, the number of shares covered by this option and the exercise price per share may be adjusted pursuant to the Plan.                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Applicable Law</b>                          | This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to their choice-of-law provisions).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>The Plan and Other Agreements</b>           | The text of the Plan is incorporated in this Agreement by reference. Capitalized terms not otherwise defined in this Agreement shall be defined as set forth in the Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

This Agreement and the Plan constitute the entire understanding between you and the Company regarding this option. Any prior agreements, commitments or negotiations concerning this option are superseded. This Agreement may be amended only by another written agreement between the parties.

**BY ACCEPTING THIS GRANT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.**

Synchronoss Technologies, Inc.

ID:

200 Crossing Boulevard  
Bridgewater, NJ 08807**Inducement Restricted Stock Agreement**

%%FIRST\_NAME%%-%% %%MIDDLE\_NAME%%-%%  
 %%LAST\_NAME%%-%%  
 %%ADDRESS\_LINE\_1%%-%%  
 %%ADDRESS\_LINE\_2%%-%%  
 %%CITY%%-%%, %%STATE%%-%% %%COUNTRY%%-%%  
 %%ZIPCODE%%-%%

**Grant Number:** %%OPTION\_NUMBER%%-%%  
**Type:** Inducement Grant  
**ID:** %%EMPLOYEE\_IDENTIFIER%%-%%

You have been granted an award of Common Stock of the Company, subject to the terms and conditions in the 2015 Equity Incentive Plan and the Inducement Restricted Stock Agreement, as follows:

|                                 |                                           |
|---------------------------------|-------------------------------------------|
| Date of Grant:                  | %%OPTION_DATE,'MM/DD/YYYY'%%-%%           |
| Market Value:                   | %%MARKET_VALUE,'\$999,999,999.9999'%%-%%  |
| Total Number of Shares Granted: | %%TOTAL_SHARES_GRANTED,'999,999,999'%%-%% |
| Type of Award                   | %%OPTION_TYPE_LONG%%-%%                   |

The shares shall vest with respect to the first 25% of the shares when the individual completes 12 months of continuous service after the vesting commencement date. The shares shall vest with respect to an additional 1/16th of the shares when the individual completes each three months of continuous service thereafter.

Recipient understands and agrees that this is an inducement grant and that the shares are not issued under the Company's 2015 Equity Incentive Plan (the "Plan"), but the Inducement Restricted Stock Agreement otherwise is subject to the terms and conditions of the Plan. Recipient further agrees to be bound by the terms of the Plan and the terms of the %%OPTION\_TYPE\_LONG%%-%% as set forth in the %%OPTION\_TYPE\_LONG%%-%% Agreement and any Addenda to such %%OPTION\_TYPE\_LONG%%-%% Agreement attached hereto as Exhibit A. A copy of the Plan is available upon request made to the Corporate Secretary at the Company's principal offices.

No Employment or Service Contract. Nothing in this Notice or in the attached %%OPTION\_TYPE\_LONG%%-%% Agreement or in the Plan shall confer upon Recipient any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining Recipient) or of Recipient, which rights are hereby expressly reserved by each, to terminate Recipient's Service at any time for any reason, with or without cause.

***THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY SECURITIES LAWS OF ANY U.S. STATE, AND MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED. IN THE ABSENCE OF REGISTRATION OR THE***

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**AVAILABILITY (CONFIRMED BY OPINION OF COUNSEL) OF AN ALTERNATIVE EXEMPTION FROM REGISTRATION UNDER THE ACT (INCLUDING WITHOUT LIMITATION IN ACCORDANCE WITH REGULATION S UNDER THE ACT), THESE SHARES MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF. HEDGING TRANSACTIONS INVOLVING THESE SHARES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.**

You further agree that the Company may deliver by email all documents relating to the Plan or this option (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a web site, it will notify you by email.

Definitions. All capitalized terms in this Notice shall have the meaning assigned to them in this Notice or in the %%OPTION\_TYPE\_LONG%%-% Agreement.

Synchronoss Technologies, Inc.

Chief Financial Officer & Treasurer

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SYNCHRONOSS TECHNOLOGIES, INC.

INDUCEMENT

RESTRICTED STOCK AGREEMENT

**Payment for Shares**

No payment is required for the shares that you are receiving, except for satisfying any withholding taxes that may be due as a result of the grant of this award or the vesting or transfer of the shares.

**Vesting**

The shares will vest in installments, as shown in the Notice of Restricted Stock Award. No additional shares will vest after your service as an employee, consultant or outside director of the Company or a parent or subsidiary of the Company ("Service") has terminated for any reason.

**Shares Restricted**

Unvested shares will be considered "**Restricted Shares.**" You may not sell, transfer, pledge or otherwise dispose of any Restricted Shares without the written consent of the Company, except as provided in the next sentence. You may transfer Restricted Shares to your spouse, children or grandchildren or to a trust established by you for the benefit of yourself or your spouse, children or grandchildren. However, a transferee of Restricted Shares must agree in writing on a form prescribed by the Company to be bound by all provisions of this Agreement.

**Forfeiture**

If your Service terminates for any reason, then your Restricted Shares will be forfeited to the extent that they have not vested as of the termination of your Service. This means that any Restricted Shares that have not vested under this Agreement will immediately revert to the Company. You receive no payment for Restricted Shares that are forfeited.

The Company determines when your Service terminates for this purpose.

**Leaves of Absence and Part-Time Work**

For purposes of this grant, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by applicable law, the Company's written leave of absence policy (as in effect for similarly situated employees) or the terms of your leave. But your Service terminates when the approved leave ends, unless you immediately return to active work.

If you go on a leave of absence, then the vesting dates specified above may be adjusted in accordance with the Company's written leave of

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absence policy (as in effect for similarly situated employees) or the terms of your leave. If you commence working on a part-time basis, then the vesting dates specified above may be adjusted in accordance with the Company's written part-time work policy (as in effect for similarly situated employees) or the terms of an agreement between you and the Company pertaining to your part-time schedule.

**Voting Rights**

You may vote your shares even before they vest.

**Stock Certificates**

The Company will hold your Restricted Shares for you. After shares have vested, a stock certificate for those shares will be released to a broker for your account. The Company will select the broker at its discretion.

**Withholding Taxes**

You will be required to pay all withholding taxes that become due as a result of this grant or the vesting of the shares. You may direct the Company to deduct the withholding taxes from any cash compensation payable to you, or you may pay the withholding taxes to the Company in cash.

The Company will instruct the broker whom it has selected for this purpose to sell shares with a value sufficient to satisfy any remaining withholding taxes. You agree that the broker selected by the Company may sell a portion of your shares for your account, in accordance with the Company's instructions, in order to pay the remaining amount of withholding taxes required by law.

**Restrictions on Resale**

You agree not to sell any shares at a time when applicable laws or the Company's Securities Trading Policy prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

**No Retention Rights**

Your grant or this Agreement does not give you the right to be employed or retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.

**Adjustments**

In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Restricted Shares that remain subject to forfeiture will be adjusted accordingly.

**Applicable Law**

This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to their choice-of-law provisions).

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**The Plan and Other Agreements**

The text of the Plan is incorporated in this Agreement by reference.

The Plan, this Agreement and the Notice of Restricted Stock Award constitute the entire understanding between you and the Company regarding this grant. Any prior agreements, commitments or negotiations concerning this grant are superseded. This Agreement may be amended only by another written agreement between the parties.

**BY ACCEPTING THIS GRANT, YOU AGREE TO ALL OF THE TERMS AND  
CONDITIONS DESCRIBED ABOVE, IN THE PLAN AND IN  
THE NOTICE OF RESTRICTED STOCK AWARD.**

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Synchronoss Technologies, Inc.

ID:

200 Crossing Boulevard

Bridgewater, NJ 08807

**Inducement Restricted Stock Agreement**

%%FIRST\_NAME%%-%% %%MIDDLE\_NAME%%-%%  
 %%LAST\_NAME%%-%%  
 %%ADDRESS\_LINE\_1%%-%%  
 %%ADDRESS\_LINE\_2%%-%%  
 %%CITY%%-%%, %%STATE%%-%% %%COUNTRY%%-%%  
 %%ZIPCODE%%-%%

**Grant Number:** %%OPTION\_NUMBER%%-%%  
**Type:** Inducement Grant  
**ID:** %%EMPLOYEE\_IDENTIFIER%%-%%

You have been granted an award of Common Stock of the Company, subject to the terms and conditions in the 2015 Equity Incentive Plan and the Inducement Restricted Stock Agreement, as follows:

|                                 |                                           |
|---------------------------------|-------------------------------------------|
| Date of Grant:                  | %%OPTION_DATE,'MM/DD/YYYY'%%-%%           |
| Market Value:                   | %%MARKET_VALUE,'\$999,999,999.9999'%%-%%  |
| Total Number of Shares Granted: | %%TOTAL_SHARES_GRANTED,'999,999,999'%%-%% |
| Type of Award                   | %%OPTION_TYPE_LONG%%-%%                   |

The shares shall vest with respect to the first 50% of the performance shares shall vest upon the approval of the Board or its Compensation Committee based upon whether the Company has met the required performance metrics for the 2018 performance period (i.e., March 2019) and the remaining 50% of the performance shares shall vest upon the approval of the Board or its Compensation Committee based upon whether the Company has met the required performance metrics for the 2019 performance period (i.e., March 2020). The parameters of the 2018 and 2019 Company performance shall be determined by the Board or its Compensation Committee at the time of the Company's business plan for such period is determined.

Recipient understands and agrees that this is an inducement grant and that the shares are not issued under the Company's 2015 Equity Incentive Plan (the "Plan"), but the Inducement Restricted Stock Agreement otherwise is subject to the terms and conditions of the Plan. Recipient further agrees to be bound by the terms of the Plan and the terms of the %%OPTION\_TYPE\_LONG%%-%% as set forth in the %%OPTION\_TYPE\_LONG%%-%% Agreement and any Addenda to such %%OPTION\_TYPE\_LONG%%-%% Agreement attached hereto as Exhibit A. A copy of the Plan is available upon request made to the Corporate Secretary at the Company's principal offices.

No Employment or Service Contract. Nothing in this Notice or in the attached %%OPTION\_TYPE\_LONG%%-%% Agreement or in the Plan shall confer upon Recipient any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Parent or Subsidiary employing or retaining Recipient) or of Recipient, which rights are hereby expressly reserved by each, to terminate Recipient's Service at any time for any reason, with or without cause.

**THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY SECURITIES LAWS OF ANY U.S. STATE, AND**

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**MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED. IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY (CONFIRMED BY OPINION OF COUNSEL) OF AN ALTERNATIVE EXEMPTION FROM REGISTRATION UNDER THE ACT (INCLUDING WITHOUT LIMITATION IN ACCORDANCE WITH REGULATION S UNDER THE ACT), THESE SHARES MAY NOT BE SOLD, REOFFERED, PLEDGED, ASSIGNED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF. HEDGING TRANSACTIONS INVOLVING THESE SHARES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.**

You further agree that the Company may deliver by email all documents relating to the Plan or this option (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a web site, it will notify you by email.

Definitions. All capitalized terms in this Notice shall have the meaning assigned to them in this Notice or in the %%OPTION\_TYPE\_LONG%%-% Agreement.

Synchronoss Technologies, Inc.

Chief Financial Officer & Treasurer

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SYNCHRONOSS TECHNOLOGIES, INC.

INDUCEMENT

RESTRICTED STOCK AGREEMENT

**Payment for Shares**

No payment is required for the shares that you are receiving, except for satisfying any withholding taxes that may be due as a result of the grant of this award or the vesting or transfer of the shares.

**Vesting**

The shares will vest in installments, as shown in the Notice of Restricted Stock Award. No additional shares will vest after your service as an employee, consultant or outside director of the Company or a parent or subsidiary of the Company ("Service") has terminated for any reason.

**Shares Restricted**

Unvested shares will be considered "**Restricted Shares.**" You may not sell, transfer, pledge or otherwise dispose of any Restricted Shares without the written consent of the Company, except as provided in the next sentence. You may transfer Restricted Shares to your spouse, children or grandchildren or to a trust established by you for the benefit of yourself or your spouse, children or grandchildren. However, a transferee of Restricted Shares must agree in writing on a form prescribed by the Company to be bound by all provisions of this Agreement.

**Forfeiture**

If your Service terminates for any reason, then your Restricted Shares will be forfeited to the extent that they have not vested as of the termination of your Service. This means that any Restricted Shares that have not vested under this Agreement will immediately revert to the Company. You receive no payment for Restricted Shares that are forfeited.

The Company determines when your Service terminates for this purpose.

**Leaves of Absence and Part-Time Work**

For purposes of this grant, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by applicable law, the Company's written leave of absence policy (as in effect for similarly situated employees) or the terms of your leave. But your Service terminates when the approved leave ends, unless you immediately return to active work.

If you go on a leave of absence, then the vesting dates specified above may be adjusted in accordance with the Company's written leave of

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absence policy (as in effect for similarly situated employees) or the terms of your leave. If you commence working on a part-time basis, then the vesting dates specified above may be adjusted in accordance with the Company's written part-time work policy (as in effect for similarly situated employees) or the terms of an agreement between you and the Company pertaining to your part-time schedule.

**Voting Rights**

You may vote your shares even before they vest.

**Stock Certificates**

The Company will hold your Restricted Shares for you. After shares have vested, a stock certificate for those shares will be released to a broker for your account. The Company will select the broker at its discretion.

**Withholding Taxes**

You will be required to pay all withholding taxes that become due as a result of this grant or the vesting of the shares. You may direct the Company to deduct the withholding taxes from any cash compensation payable to you, or you may pay the withholding taxes to the Company in cash.

The Company will instruct the broker whom it has selected for this purpose to sell shares with a value sufficient to satisfy any remaining withholding taxes. You agree that the broker selected by the Company may sell a portion of your shares for your account, in accordance with the Company's instructions, in order to pay the remaining amount of withholding taxes required by law.

**Restrictions on Resale**

You agree not to sell any shares at a time when applicable laws or the Company's Securities Trading Policy prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

**No Retention Rights**

Your grant or this Agreement does not give you the right to be employed or retained by the Company or a subsidiary of the Company in any capacity. The Company and its subsidiaries reserve the right to terminate your Service at any time, with or without cause.

**Adjustments**

In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Restricted Shares that remain subject to forfeiture will be adjusted accordingly.

**Applicable Law**

This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to their choice-of-law provisions).

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**The Plan and Other Agreements**

The text of the Plan is incorporated in this Agreement by reference.

The Plan, this Agreement and the Notice of Restricted Stock Award constitute the entire understanding between you and the Company regarding this grant. Any prior agreements, commitments or negotiations concerning this grant are superseded. This Agreement may be amended only by another written agreement between the parties.

**BY ACCEPTING THIS GRANT, YOU AGREE TO ALL OF THE TERMS AND  
CONDITIONS DESCRIBED ABOVE, IN THE PLAN AND IN  
THE NOTICE OF RESTRICTED STOCK AWARD.**

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement (Form S-8) pertaining to the 2017 New Hire Equity Incentive Plan, Glenn Lurie Inducement Awards and Employee Stock Purchase Plan of Synchronoss Technologies, Inc. (“the Company”) of our reports dated March 18, 2019, with respect to the consolidated financial statements of the Company, and the effectiveness of internal control over financial reporting of the Company, included in its Annual Report (Form 10-K) both for the year ended December 31, 2018, filed with the Securities and Exchange Commission.

Iselin, New Jersey

March 27, 2019

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