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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT  
TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported) November 1, 2005

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**Ciena Corporation**

(Exact Name of Registrant as Specified in Its Charter)

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**Delaware**

(State or Other Jurisdiction of Incorporation)

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**0-21969**

(Commission File Number)

**23-2725311**

(IRS Employer Identification No.)

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**1201 Winterson Road, Linthicum, MD**

(Address of Principal Executive Offices)

**21090**

(Zip Code)

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**(410) 865-8500**

(Registrant's Telephone Number, Including Area Code)

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(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 1.01 — ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

On November 1, 2005, based upon authorization of the Compensation Committee of the Board of Directors, Ciena Corporation issued equity compensation awards, in the form of stock options, restricted stock units and performance stock units, to Ciena's "named executive officers" and executive officers. A summary of the equity awards granted by the Compensation Committee is set forth below:

Name	Title	Stock Options (1)	Restricted Stock Units (1)	Performance Share Units (1)
Gary B. Smith	President and Chief Executive Officer	750,000	325,000	175,000
Joseph R. Chinnici	Sr. Vice President, Finance and Chief Financial Officer	250,000	100,000	50,000
James Collier	Sr. Vice President, Worldwide Sales	225,000	75,000	50,000
Arthur Smith, Ph.D.	Chief Operating Officer	325,000	150,000	50,000
Russell B. Stevenson, Jr.	Sr. Vice President and General Counsel	200,000	80,000	35,000
Stephen B. Alexander	Chief Technology Officer, Sr. Vice President, Products & Technology	275,000	150,000	50,000

(1) The forms of agreements relating to the equity compensation awards above have been filed as Exhibits 10.1, 10.2 and 10.3 to this Form 8-K and are incorporated by reference into this Item 1.01.

On October 26, 2005, the Board of Directors approved the prospective issuance of stock option and restricted stock unit awards to non-employee members of the Board of Directors serving at the time of issuance of such awards. The equity compensation awards are to be granted annually from the Ciena Corporation 2000 Equity Incentive Plan to non-employee directors on the date of Ciena's annual meeting of stockholders in the amounts set forth below:

Restricted Stock Unit Grants to Non-Employee Directors	7,500
Stock Option Grants to Non-Employee Directors	22,500

The forms of agreements relating to the prospective grant of stock options and restricted stock units to non-employee directors have been filed as in Exhibits 10.4 and 10.5 to this Form 8-K and are incorporated by reference into this Item 1.01.

**ITEM 5.02 — DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS.**

On November 4, 2005, Ciena Corporation publicly announced the appointment of Arthur Smith, Ph.D. as Chief Operating Officer. Dr. Smith, age 39, has served as Senior Vice President of Global Operations of Ciena since September 2003. Dr. Smith served as Senior Vice President of Worldwide Customer Services and Support from June 2002 to September 2003 and as Senior Vice President of the Core Transport Division from May 2001 through June 2002. Prior to May 2001, Dr. Smith held engineering management positions in the Core Transport Division of Ciena Corporation, which he joined in 1997. A copy of the press release announcing this appointment is attached to this Form 8-K as Exhibit 99.1.

**ITEM 9.01 — FINANCIAL STATEMENTS AND EXHIBITS**

(c) The following exhibits are being filed herewith:

<u>Exhibit Number</u>	<u>Description of Document</u>
10.1	Form of stock option grant agreement for executive officers under Ciena Corporation 2000 Equity Incentive Plan
10.2	Form of restricted stock unit agreement for executive officers under Ciena Corporation 2000 Equity Incentive Plan
10.3	Form of performance share unit agreement for executive officers under Ciena Corporation 2000 Equity Incentive Plan
10.4	Form of stock option agreement for non-employee directors under Ciena Corporation 2000 Equity Incentive Plan
10.5	Form of restricted stock unit agreement for non-employee directors under Ciena Corporation 2000 Equity Incentive Plan
99.1	Press Release issued November 4, 2005

**SIGNATURES**

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

Date: November 4, 2005

**Ciena Corporation**

By: /S/ Russell B. Stevenson, Jr.  
Russell B. Stevenson, Jr.  
Senior Vice President, General Counsel and  
Secretary

**CIENA CORPORATION  
2000 Equity Incentive Plan  
Non-Qualified Stock Option Agreement**

**Grant Date:** \_\_\_\_\_ **Number of Shares of Common Stock Covered by Option:** \_\_\_\_\_  
**Exercise Price: \$** \_\_\_\_\_ **Last Date to Exercise:** 1

We are pleased to inform you that the Corporation has granted you an option to purchase shares of Ciena Corporation common stock (the "Option"). Your grant has been made under the Ciena Corporation 2000 Equity Incentive Plan (the "Plan"), which, together with the terms contained in this Agreement, sets forth the terms and conditions of your grant and is incorporated herein by reference. A copy of the Plan is on file with Stock Administration. If any provisions of the Agreement should appear to be inconsistent with the Plan, the Plan will control.

This Option Agreement has been duly executed and delivered by all parties hereto, as of the above written Grant Date.

Option Number:  
Class:  
Employee ID:

CIENA CORPORATION:  
Stock Administration  
ID: 23-2725311  
1201 Winterson Road  
Linthicum, MD 21090  
(800) 921-1144 ext. 7377  
(410) 981-7377

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
Employee Signature

By: /s/ Joseph R. Chinnici

Title: Senior Vice President, Finance  
Chief Financial Officer

Name  
Address 1  
Address 2  
Address 3  
City, State, ZIP  
Country

*This is not a stock certificate or a negotiable instrument. Non-Transferable.  
Page 1 of 2*

1 Certain events can cause an earlier termination of the Option. See "Exercise" on reverse side.

**Vesting:**

This Option will become vested as to the shares purchasable pursuant to this Option (the "Shares") in equal monthly installments, on the last day of each month, over a period of 48 months from the date of grant, until either you cease to provide services to the Corporation or an Affiliate or the Option is fully vested.

**Exercise:**

You may exercise this Option, in whole or in part, to purchase a whole number of vested Shares at any time of not less than 100 shares, unless the number of shares purchased is the total number available for purchase under this Option, by following the exercise procedures as set forth in the Plan. All exercises must take place before the last Date to Exercise, or such earlier date following your death, disability or your ceasing to provide services as described below under "Service Requirements." The number of shares you may purchase as of any date cannot exceed the total number of shares vested by that date, less any shares you have previously acquired by exercising this Option. Certain corporate transactions involving the Corporation may cause this Option to terminate prior to the last Date to Exercise. The Plan provides important information regarding these corporate transactions.

**Corporate Transaction:**

As set forth in Section 18.1 of the Plan, a "Corporate Transaction" shall be deemed to have occurred with respect to the Corporation in the event of any of the following: (a) a dissolution or liquidation of the Corporation; (b) a merger or consolidation in which the Corporation is not the surviving corporation (other than a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Corporation in a different jurisdiction, or other transaction in which there is no substantial change in the stockholders of the Corporation or their relative stock holdings and the options granted under the Plan are assumed, converted or replaced by the successor corporation); (c) a merger in which the Corporation is the surviving corporation but after which the stockholders of the Corporation immediately prior to such merger (other than any stockholder that merges, or which owns or controls another corporation that merges, with the Corporation in such merger) cease to own their shares or other equity interest in the Corporation; (d) the sale of substantially all of the assets of the Corporation; or (e) the acquisition, sale, or transfer of more than 50% of the outstanding shares of the Corporation by tender offer or similar transaction. Each Option holder shall be credited, as of the proposed effective date of a Corporate Transaction, and if still employed by the Corporation on the date such Corporate Transaction is consummated, with twelve (12) full months of additional vesting of this Option.

**Service Requirements:**

This Option will cease to vest and all unvested Shares will be immediately canceled on the date that you cease to provide services to the Corporation or an Affiliate (the "Termination Date"). You will have ninety (90) days after your Termination Date to exercise your vested Shares; provided, however, that if your services are terminated for Cause, this Option will expire on the Termination Date. In the event that you cease to provide services to the Corporation or an Affiliate because of your death or Disability, you or your estate will have 12 months after the Termination Date to exercise any vested Shares, to the extent such Shares were otherwise exercisable on the Termination Date.

**Forfeiture:**

The Corporation shall have the right to cause a forfeiture of your rights under this Agreement, including, but not limited to, the right to cause you to forfeit any outstanding Option in the event that the Company finds that you have: (i) violated the terms of any confidentiality agreement or obligation between you and the Corporation or an Affiliate; (ii) accepted employment with an entity which the Corporation determines is in a business that could result in comprising any confidentiality agreement or obligation between you and the Corporation; (iii) willfully failed or refused to perform material assigned duties; or (iv) engaged in willful, deliberate or gross misconduct toward the Corporation or an Affiliate.

**Taxes and Withholding:**

This Option shall not constitute an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended. In the event that the Corporation determines that any federal, state, local or foreign tax or withholding payment is required relating to the exercise or sale of Shares arising from this grant, the Corporation shall have the right to require such payments from you, or withhold such amounts from other payments due to you from the Corporation or an Affiliate.

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**CIENA CORPORATION  
2000 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AGREEMENT**

Ciena Corporation, a Delaware corporation (the "Company"), hereby grants stock units relating to shares of its common stock, \$.01 par value (the "Stock"), to the individual named below as the Holder, subject to the vesting conditions set forth in the attachment. Additional terms and conditions of the grant are set forth in this cover sheet, in the attachment and in the Ciena Corporation 2000 Equity Incentive Plan (the "Plan").

Grant Date: November 1, 2005

Name of Holder: «FirstName» «MiddleName» «LastName»

Number of Stock Units Covered by Grant: «NumberRestShares»

***By signing this cover sheet, you agree to all of the terms and conditions described in this Agreement and in the Plan, a copy of which is attached. You acknowledge that you have carefully reviewed the Plan and agree that the Plan will control in the event any provision of this Agreement should appear to be inconsistent with the terms of the Plan.***

Holder:

\_\_\_\_\_  
(Signature)

Ciena Corporation:

\_\_\_\_\_  
/s/ Russell B. Stevenson, Jr.  
By: Russell B. Stevenson, Jr.  
Senior Vice President and Secretary

Attachment

*This is not a stock certificate or a negotiable instrument.*



**CIENA CORPORATION  
2000 EQUITY INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AGREEMENT**

**Stock Unit Transferability**

This grant is an award of stock units in the number of units set forth on the cover sheet, subject to the vesting conditions described below (“Stock Units”). Your Stock Units may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Stock Units be made subject to execution, attachment or similar process.

**Definitions**

Capitalized terms not defined in this Agreement are defined in the Plan, and have the meaning set forth in the Plan. The following additional terms have the meanings provided below:

“*Service*” means service by you as an employee, officer, director or consultant to the Company or an Affiliate. A change in your position or duties will not result in interrupted or terminated Service so long as you continue to be an employee, officer, director or consultant of the Company or an Affiliate.

“*Cause*” means, as determined by the Board and unless otherwise provided in an applicable employment agreement between you and the Company or an Affiliate, (i) your gross negligence or willful misconduct in connection with the performance of your duties, (ii) your conviction of a criminal offense (other than minor traffic offenses) or (iii) your material breach of any term of any employment, consulting or other services, confidentiality, intellectual property or non-competition agreement between you and the Company or an Affiliate.

**Vesting**

One-sixteenth of your grant vests on the last day of each of the Company’s fiscal quarters beginning on the last day of the Company’s fiscal quarter in which the Grant Date falls, provided you remain in Service; provided that,

- (1) if the Grant Date falls after the fifteenth day of the second month of a fiscal quarter, the first vesting shall be on the last day of the succeeding quarter; and provided further that
- (2) if (a) any portion of your grant would vest during a period in which you are (i) subject to a lock-up agreement restricting your ability to sell shares of

Stock in the open market or (ii) restricted from selling shares of Stock in the open market because you are not then eligible to sell under the Company's insider trading or similar plan as then in effect (whether because a trading window is not open or you are otherwise restricted from trading), and (b) you have elected in writing to receive all of the Vesting Shares rather than to receive them net of withholding tax as provided below, then the vesting of that portion of your grant will be delayed until no earlier than the first date on which you are no longer prohibited from selling shares of Stock due to a lock-up agreement or insider trading plan restriction but in no event later than two and one-half months after the end of the calendar year in which the Stock Units would otherwise have been delivered.

All of the unvested Stock Units under this grant vest upon the termination of your Service due to death or Disability.

The number of Stock Units that vest on any date, and the resulting aggregate number of vested Stock Units, will be rounded down to the nearest whole number of Stock Units. You may not vest in more than the number of Stock Units covered by this grant.

Except as may be provided in an applicable employment agreement between you and the Company or an Affiliate, or as may be approved by the Board of Directors, no additional Stock Units will vest after your Service has terminated for any reason.

**Delivery of Stock Pursuant to Vested Units;  
Withholding Tax**

On each date of vesting, either a certificate for the shares of Stock represented by Stock Units that vest on that date (the "Vesting Shares") shall be delivered to you, or a brokerage account in your name will be credited with the number of Vesting Shares; provided, that, unless you elect in writing to receive all of the Vesting Shares, the Company shall reduce the number of shares so delivered or credited by a number of shares equal to the amount of federal, state, local, and foreign taxes it is required to withhold in respect of the Vesting Shares divided by the fair market value of a share of Stock on the date of vesting.

**Forfeiture of Unvested Units**

In the event that your Service terminates for any reason other than because of your death or Disability, unless otherwise provided in an applicable employment agreement between

you and the Company or an Affiliate, you will forfeit all of the Stock Units that have not yet vested.

**Termination for Cause**

If your Service is terminated for Cause, you shall forfeit all Stock Units, whether or not vested.

**Withholding Taxes**

You agree, as a condition of this grant, that, if you elect to receive the full amount of the Vesting Shares, you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of vesting in Stock Units or your acquisition of Stock under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to this grant, the Company will have the right to: (i) require that you arrange such payments to the Company, (ii) withhold such amounts from other payments due to you from the Company or any Affiliate, or (iii) cause an immediate forfeiture of shares of Stock subject to the Stock Units granted pursuant to this Agreement in an amount equal to the withholding or other taxes due.

**Retention Rights**

This Agreement does not give you the right to be retained by the Company (or any Affiliates) in any capacity. The Company (and any Affiliate) reserve the right to terminate your Service at any time and for any reason.

**Shareholder Rights**

You do not have any of the rights of a shareholder with respect to the Stock Units unless and until the Stock relating to the Stock Units has been delivered to you. If the Company pays a dividend on its Stock, you will, however, be entitled to receive a cash payment equal to the per-share dividend paid on the Stock times the number of vested Stock Units that you hold as of the record date for the dividend.

**Adjustments**

In the event of a stock split, a stock dividend or a similar change in the Company stock, the number of Stock Units covered by this grant will be adjusted (and rounded down to the nearest whole number) in accordance with the terms of the Plan.

**Applicable Law**

This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

**Consent to Electronic Delivery**

The Company may choose to deliver certain statutory

materials relating to the Plan in electronic form. By accepting this grant you agree that the Company may deliver the Plan prospectus and the Company's annual report to you in an electronic format. If at any time you would prefer to receive paper copies of these documents, as you are entitled to receive, the Company would be pleased to provide copies. Please contact Stock Administration to request paper copies of these documents.

**The Plan**

The text of the Plan is incorporated in this Agreement by reference. This Agreement and the Plan constitute the entire understanding between you and the Company regarding this grant of Stock Units. Any prior agreements, commitments or negotiations concerning this grant are superseded.

**CIENA CORPORATION  
2000 EQUITY INCENTIVE PLAN  
PERFORMANCE SHARE UNIT AGREEMENT**

Ciena Corporation, a Delaware corporation (the "Company"), hereby grants performance share units relating to shares of its common stock, \$.01 par value (the "Stock"), to the individual named below as the Holder, subject to the vesting conditions set forth in the attachment. Additional terms and conditions of the grant are set forth in this cover sheet, in the attachment and in the Ciena Corporation 2000 Equity Incentive Plan (the "Plan").

Grant Date: November 1, 2005

Name of Holder: «FirstName» «MiddleName» «LastName»

Number of Share Units Covered by Grant: «NumberPerfShares»

***By signing this cover sheet, you agree to all of the terms and conditions described in this Agreement and in the Plan, a copy of which is attached. You acknowledge that you have carefully reviewed the Plan and agree that the Plan will control in the event any provision of this Agreement should appear to be inconsistent with the terms of the Plan.***

Holder: \_\_\_\_\_  
(Signature)

Ciena Corporation: \_\_\_\_\_  
/s/ Russell B. Stevenson, Jr.  
By: Russell B. Stevenson, Jr.  
Senior Vice President and Secretary

**Attachment**

*This is not a stock certificate or a negotiable instrument.*

**CIENA CORPORATION**  
**2000 EQUITY INCENTIVE PLAN**  
**PERFORMANCE SHARE UNIT AGREEMENT**

**Performance Share Unit  
Transferability**

This grant is an award of performance share units in the number of units set forth on the cover sheet, subject to the vesting conditions described below (“Share Units”). Your Share Units may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Share Units be made subject to execution, attachment or similar process.

**Definitions**

Capitalized terms not defined in this Agreement are defined in the Plan, and have the meaning set forth in the Plan. The following additional terms have the meanings provided below:

“*Service*” means service by you as an employee, officer, director or consultant to the Company or an Affiliate. A change in your position or duties will not result in interrupted or terminated Service so long as you continue to be an employee, officer, director or consultant of the Company or an Affiliate.

“*Cause*” means, as determined by the Board and unless otherwise provided in an applicable employment agreement between you and the Company or an Affiliate, (i) your gross negligence or willful misconduct in connection with the performance of your duties, (ii) your conviction of a criminal offense (other than minor traffic offenses) or (iii) your material breach of any term of any employment, consulting or other services, confidentiality, intellectual property or non-competition agreement between you and the Company or an Affiliate.

**Vesting**

Your grant will vest according to the performance conditions described in the Annex; provided that if (a) any portion of your grant would vest during a period in which you are (i) subject to a lock-up agreement restricting your ability to sell shares of Stock in the open market or (ii) restricted from selling shares of Stock in the open market because you are not then eligible to sell under the Company’s insider trading or similar plan as then in effect (whether because a trading window is not open or you are otherwise restricted from trading), and (b) you have elected in writing to receive all of the Vesting Shares rather than to receive them net of withholding tax as provided below, then the vesting of that

portion of your grant will be delayed until no earlier than the first date on which you are no longer prohibited from selling shares of Stock due to a lock-up agreement or insider trading plan restriction but in no event later than two and one-half months after the end of the calendar year in which the Stock Units would otherwise have been delivered.

All of the unvested Share Units under this grant vest upon the termination of your Service due to death or Disability.

Except as may be provided in an applicable employment agreement between you and the Company or an Affiliate, or as may be approved by the Board of Directors, no Share Units will vest after your Service has terminated for any reason.

**Delivery of Stock Pursuant to Vested Units; Withholding Tax**

On the date of vesting, either a certificate for the shares of Stock represented by Share Units that vest on that date (the "Vesting Shares") shall be delivered to you, or a brokerage account in your name will be credited with the number of Vesting Shares; provided, that, unless you elect in writing to receive all of the Vesting Shares, the Company shall reduce the number of shares so delivered or credited by a number of shares equal to the amount of federal, state, local or foreign taxes it is required to withhold in respect of the Vesting Shares divided by the fair market value of a share of Stock on the date of vesting.

**Forfeiture of Unvested Units**

In the event that your Service terminates for any reason other than because of your death or Disability, unless otherwise provided in an applicable employment agreement between you and the Company or an Affiliate, you will forfeit all of the Share Units that have not yet vested.

**Termination for Cause**

If your Service is terminated for Cause, you shall forfeit all Share Units, whether or not vested.

**Withholding Taxes**

You agree, as a condition of this grant, that, if you elect to receive the full amount of the Vesting Shares, you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of vesting in Share Units or your acquisition of Stock under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to this grant, the Company will have the right to: (i) require that you arrange such payments to the Company, (ii) withhold such amounts from other payments due to you from the Company or any Affiliate, or (iii) cause an immediate

forfeiture of shares of Stock subject to the Share Units granted pursuant to this Agreement in an amount equal to the withholding or other taxes due.

**Retention Rights**

This Agreement does not give you the right to be retained by the Company (or any Affiliates) in any capacity. The Company (and any Affiliate) reserve the right to terminate your Service at any time and for any reason.

**Shareholder Rights**

You do not have any of the rights of a shareholder with respect to the Share Units unless and until the Stock relating to the Share Units has been delivered to you. If the Company pays a dividend on its Stock, you will, however, be entitled to receive a cash payment equal to the per-share dividend paid on the Stock times the number of vested Share Units that you hold as of the record date for the dividend.

**Adjustments**

In the event of a stock split, a stock dividend or a similar change in the Company stock, the number of Share Units covered by this grant will be adjusted (and rounded down to the nearest whole number) in accordance with the terms of the Plan.

**Applicable Law**

This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

**Consent to Electronic Delivery**

The Company may choose to deliver certain statutory materials relating to the Plan in electronic form. By accepting this grant you agree that the Company may deliver the Plan prospectus and the Company's annual report to you in an electronic format. If at any time you would prefer to receive paper copies of these documents, as you are entitled to receive, the Company would be pleased to provide copies. Please contact Bill Grimes at 410-865-8083 to request paper copies of these documents.

**The Plan**

The text of the Plan is incorporated in this Agreement by reference. This Agreement and the Plan constitute the entire understanding between you and the Company regarding this grant of Share Units. Any prior agreements, commitments or negotiations concerning this grant are superseded.



**CIENA CORPORATION**  
**Nonstatutory Stock Option Agreement**  
**For Non-employee Directors**  
**(Annual Option)**

**Shares:****Exercise Price:****Date of Grant:**

This Nonstatutory Stock Option Agreement For Non-Employee Directors (Annual Option) (the "Option Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Ciena Corporation (the "Company") and \_\_\_\_\_ (the "Optionee").

The Company has granted to the Optionee an option to the number of shares set of Stock set forth above, upon the terms and conditions set forth in this Option Agreement (the "Option").

**A. Definitions.**

1. *Definitions.* Whenever used herein, the following terms shall have their respective meanings set forth below.

a. "**Date of Grant**" means \_\_\_\_\_, 20\_\_\_\_.

b. "**Number of Option Shares**" means the number of shares of Stock set forth above, as adjusted from time to time pursuant to Section H.

c. "**Exercise Price**" means the price per share of Stock set forth above, as adjusted from time to time pursuant to Section H.

d. "**Initial Exercise Date**" means the Initial Vesting Date.

e. "**Initial Vesting Date**" means the date occurring one year after the Date of Grant.

f. "**Option Expiration Date**" means the date ten years after the Date of Grant.

g. "**Board**" means the Board of Directors of the Company. If one or more Committees have been appointed by the Board to administer the Plan, "Board" shall also mean such Committee(s).

h. "**Code**" means the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

i. “**Committee**” means the Compensation Committee of the Board of Directors or another committee of the Board duly appointed to administer the Plan and having such powers as shall be specified by the Board. Unless the powers of the Committee have been specifically limited, the Committee shall have all the powers of the Board granted in the Plan, including, without limitation, the power to amend or terminate the Plan at any time, subject to the terms of the Plan and any applicable limitations imposed by law.

j. “**Company**” means Ciena Corporation, a Delaware corporation, or any successor corporation thereto.

k. “**Consultant**” means any person, including an advisor, engaged by a Participating Company to render services other than as an Employee or a Director.

l. “**Director**” means a member of the Board or of the board of directors of any other Participating Company.

m. “**Disability**” means the permanent and total disability of the Optionee within the meaning of Section 22(e)(3) of the Code.

n. “**Employee**” means any person treated as an employee (including an officer or a Director who is also treated as an employee) in the records of a Participating Company; provided, however, that neither service as a Director nor payment of a director’s fee shall be sufficient to constitute employment for purposes of the Plan.

o. “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

p. “**Fair Market Value**” “Fair Market means, as of any date, the value of a share of the Stock determined as follows:

- (i) if the Stock is then quoted on the Nasdaq National Market, its closing price on the Nasdaq National Market on the date of determination as reported in The Wall Street Journal;
- (ii) if the Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the Stock is listed or admitted to trading as reported in The Wall Street Journal;
- (iii) if the Stock is publicly traded but is not quoted on the Nasdaq National Market nor listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in The Wall Street Journal;
- (iv) if none of the foregoing is applicable, by the Committee in good faith.

q. “**Parent Corporation**” means any present or future “parent corporation” of the Company, as defined in Section 424(e) of the Code.

r. “**Participating Company**” means the company or any Parent Corporation or Subsidiary Corporation.

s. **“Participating Company Group”** means, at any point in time, all corporations collectively which are then Participating Companies.

t. **“Plan”** means the Ciena Corporation 2000 Equity Incentive Plan.

u. **“Rule 16b-3”** means Rule 16b-3 as promulgated under the Exchange Act, as amended from time to time, or any successor rule or regulation.

v. **“Securities Act”** means the Securities Act of 1933, as amended.

w. **“Service”** means the Optionee’s service with the Participating Company Group, whether in the capacity of an Employee, a Director or a Consultant. The Optionee’s Service shall not be deemed to have terminated merely because of a change in the capacity in which the Optionee renders Service to the Participating Company Group or a change in the Participating Company for which the Optionee renders such Service, provided that there is no interruption or termination of the Optionee’s Service. The Optionee’s Service shall be deemed to have terminated either upon an actual termination of Service or upon the corporation for which the Optionee performs Service ceasing to be a Participating Company.

x. **“Stock”** means the common stock, par value \$0.01, of the Company, as adjusted from time to time in accordance with Section H.

y. **“Subsidiary Corporation”** means any present or future “subsidiary corporation” of the Company, as defined in Section 424(f) of the Code.

B. **Tax Status of the Option.** This Option is intended to be a nonstatutory stock option and shall not be treated as an incentive stock option within the meaning of Section 422(b) of the Code.

C. **Administration.** All questions of interpretation concerning this Option Agreement shall be determined by the Board, including any duly appointed Committee of the Board. All determinations by the Board shall be final and binding upon all persons having an interest in the Option. Any officer of a Participating Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation, or election.

D. **Exercise of the Option.**

1. *Right to Exercise.* Except as otherwise provided herein, the Option shall be exercisable on and after the Initial Exercise Date and prior to the termination of the Option (as provided in Section A) in an amount not to exceed the Number of Option Shares less the number of shares previously acquired upon exercise of the Option. In no event shall the Option be exercisable for more shares than the Number of Option Shares.

2. *Method of Exercise.* Exercise of the Option shall be by written notice to the Company which must state the election to exercise the Option, the number of whole shares of Stock for which the Option is being exercised and such other representations and agreements as to the Optionee’s investment intent with respect to such shares as may be required pursuant to the provisions of this Option Agreement. The written notice must be signed by the Optionee and must be delivered in person, by certified or registered mail, return receipt requested, by confirmed facsimile transmission, or by such other

means as the company may permit, to the Chief Financial Officer of the company, or other authorized representative of the Participating Company Group, prior to the termination of the Option, accompanied by full payment of the aggregate Exercise Price for the number of shares of Stock being purchased. The Option shall be deemed to be exercised upon receipt by the Company of such written notice and the aggregate Exercise Price.

3. *Payment of Exercise Price.*

a. **Forms of Consideration Authorized.** Except as otherwise provided below, payment of the aggregate Exercise Price for the number of shares of Stock for which the Option is being exercised shall be made (i) in cash, by check, or cash equivalent, (ii) by tender to the Company of whole shares of Stock owned by the Optionee having a Fair Market Value not less than the aggregate Exercise Price, (iii) by means of a Cashless Exercise, as defined in Section D.3.c, or (iv) by any combination of the foregoing.

b. **Tender of Stock.** Notwithstanding the foregoing, the Option may not be exercised by tender to the company of shares of Stock to the extent such tender of Stock would constitute a violation of the provisions of any law, regulation or agreement restricting the redemption of the Company's stock. The Option may not be exercised by tender to the Company of shares of Stock unless such shares either have been owned by the Optionee for more than six months or were not acquired, directly or indirectly, from the Company.

c. **Cashless Exercise.** A "Cashless Exercise" means an exercise of the Option through arrangement, satisfactory to the Company, with a broker by which the broker sells a portion of the underlying shares to generate enough proceeds to pay the exercise price and remits the exercise price to the Company. The Company reserves, at any and all times, the right, in its sole discretion, to decline to approve or terminate any such program or procedure.

4. **Tax Withholding.** At the time the Option is exercised, in whole or in part, or at any time thereafter as requested by the Company, the Optionee agrees to make adequate provision for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Participating Company Group, if any, which arise in connection with the Option, including, without limitation, obligations arising upon (i) the exercise, in whole or in part, of the Option, (ii) the transfer, in whole or in part, of any shares acquired upon exercise of the Option, or (iii) the lapsing of any restriction with respect to any shares acquired upon exercise of the Option.

5. **Restrictions on Grant of the Option and Issuance of Shares.** The grant of the Option and the issuance of shares of Stock upon exercise of the Option shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. The Option may not be exercised if the issuance of shares of Stock upon the exercise would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, the Option may not be exercised unless (i) a registration statement under the Securities Act shall at the time of exercise of the Option be in effect with respect to the shares issuable upon exercise of

the Option or (ii) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. THE OPTIONEE IS CAUTIONED THAT THE OPTION MAY NOT BE EXERCISED UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. ACCORDINGLY, THE OPTIONEE MAY NOT BE ABLE TO EXERCISE THE OPTION WHEN DESIRED EVEN THOUGH THE OPTION IS VESTED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Option shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the exercise of the Option, the Company may require the Optionee to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

6. *Fractional Shares.* The Company shall not be required to issue fractional shares upon the exercise of the Option.

E. Nontransferability of the Option. The Option may be exercised during the lifetime of the Optionee only the by Optionee or the Optionee's guardian or legal representative and may not be assigned or transferred in any manner except by will or by the laws of descent and distribution. Following the death of the Optionee, the Option, to the extent provided in Section D.2 may be exercised by the Optionee's legal representative or by any person empowered to do so under the deceased Optionee's will or under the then applicable laws of descent and distribution.

F. Termination of the Option. The Option shall terminate and may no longer be exercised on the first to occur of (a) the Option Expiration Date, or (b) the last date for exercising the Option following termination of the Optionee's Service as described in Section G.

G. Effect of Termination of Service.

1. *Option Exercisability.*

a. **Disability.** If the Optionee's Service with the Participating Company Group is terminated because of the Disability of the Optionee, the Option, to the extent unexercised and exercisable on the date on which the Optionee's Service terminated, may be exercised by the Optionee (or the Optionee's guardian or legal representative) at any time prior to the expiration of twelve months after the date on which the Optionee's Service terminated, but in any event no later than the Option Expiration Date.

b. **Death.** If the Optionee's Service with the Participating Company Group is terminated because of the death of the Optionee, the Option, to the extent unexercised and exercisable on the date on which the Optionee's Service terminated, may be exercised by the Optionee's legal representative or other person who acquired the right to exercise the Option by reason of the Optionee's death at any time prior to the expiration of twelve months after the date one which the Optionee's Service terminated, but in any event no later than the Option Expiration Date. The Optionee's Service shall be deemed

to have terminated on account of death if the Optionee dies within three months after the Optionee's termination of Service.

c. **Other Termination of Service.** If the Optionee's Service with the Participating Company Group terminates for any reason, except Disability or death, the Option, to the extent unexercised and exercisable by the Optionee on the date on which the Optionee's Service terminated, may be exercised by the Optionee within three months after the date on which the Optionee's Service terminated, but in any event no later than the Option Expiration Date.

2. *Extension if Exercise Prevented by Law.* Notwithstanding the foregoing, if the exercise of the Option within the applicable time periods set forth in Section G.1 is prevented by the provisions of Section D.5, the Option shall remain exercisable until three (3) months after the date the Optionee is notified by the Company that the Option is exercisable, but in any event no later than the Option Expiration Date.

3. *Extension if Optionee Subject to Section 16(b).* Notwithstanding the foregoing, if a sale, within the applicable time periods set forth in Section G.1, of shares acquired upon the exercise of the Option would subject the Optionee to suit under Section 16(b) of the Exchange Act, the Option shall remain exercisable until the earliest to occur of (i) the tenth day following the date on which a sale of such shares by the Optionee would no longer be subject to such suit, (ii) the one hundred and ninetieth day after the Optionee's termination of Service, or (iii) the Option Expiration Date.

H. **Adjustments for Changes in Capital Structure.** In the event of any stock dividend, stock split, reverse stock split, recapitalization, combination, reclassification, or similar change in the capital structure of the Company, appropriate adjustments shall be made in the number, Exercise Price and class of shares of stock subject to the Option. If a majority of the shares which are of the same class as the shares that are subject to the Option are exchanged for, converted into, or otherwise become (whether or not pursuant to an Ownership Change Event) shares of another corporation (the "New Shares"), the Board may unilaterally amend the Option to provide that the Option is exercisable for New Shares. In the event of any such amendment, the Number of Option Shares and the Exercise Price shall be adjusted in a fair and equitable manner, as determined by the Board, in its sole discretion. Notwithstanding the foregoing, any fractional share resulting from an adjustment pursuant to this Section H shall be rounded down to the nearest whole number, and in no event may the Exercise Price be decreased to an amount less than the par value, if any, of the stock subject to the Option.

I. **Rights as a Stockholder.** The Optionee shall have no rights as a stockholder with respect to any shares covered by the Option until the date of the issuance of a certificate for the shares for which the Option has been exercised (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such certificate is issued, except as provided in Section H.

J. **Legends.** The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of stock subject to the provisions of this Option Agreement. The Optionee shall, at the

request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to the Option in the possession of the Optionee in order to carry out the provisions of this Section.

K. Binding Effect. Subject to the restrictions on transfer set forth herein, this Option Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

L. Termination or Amendment. The Board may terminate or amend the Plan or the Option at any time; provided, however, that no such termination or amendment may adversely affect the Option or any unexercised portion hereof without the consent of the Optionee unless such termination or amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Option Agreement shall be effective unless in writing.

M. Integrated Agreement. This Option Agreement constitutes the entire understanding and agreement of the Optionee and the Participating Company Group with respect to the subject matter contained herein, and there are no agreements, understandings, restrictions, representations, or warranties among the Optionee and the Participating Company Group with respect to such subject matter other than those as set forth or provided for herein. To the extent contemplated herein, the provisions of this Option Agreement shall survive any exercise of the Option and shall remain in full force and effect.

N. Applicable Law. This Option Agreement shall be governed by the laws of the State of Maryland as such laws are applied to agreements between Maryland residents entered into and to be performed entirely within the State of Maryland.

CIENA CORPORATION

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

The Optionee represents that the Optionee is familiar with the terms and provisions of this Option Agreement and hereby accepts the Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board upon any questions arising under this Option Agreement.

OPTIONEE

\_\_\_\_\_

Date:

**CIENA CORPORATION  
2000 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AGREEMENT  
ANNUAL GRANT FOR DIRECTORS**

Ciena Corporation, a Delaware corporation (the "Company"), hereby grants stock units relating to shares of its common stock, \$.01 par value (the "Stock"), to the individual named below as the Holder, subject to the vesting conditions set forth in the attachment. Additional terms and conditions of the grant are set forth in this cover sheet, in the attachment and in the Ciena Corporation 2000 Equity Incentive Plan (the "Plan").

Grant Date:

Name of Holder: «FirstName» «MiddleName» «LastName»

Number of Stock Units Covered by Grant: «NumberRestShares»

***By signing this cover sheet, you agree to all of the terms and conditions described in this Agreement and in the Plan, a copy of which is attached. You acknowledge that you have carefully reviewed the Plan and agree that the Plan will control in the event any provision of this Agreement should appear to be inconsistent with the terms of the Plan.***

Holder:

\_\_\_\_\_

(Signature)

Ciena Corporation:

\_\_\_\_\_

By: Russell B. Stevenson, Jr.  
Senior Vice President and Secretary

Attachment

*This is not a stock certificate or a negotiable instrument.*



**CIENA CORPORATION**  
**2000 EQUITY INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AGREEMENT**

**Stock Unit Transferability**

This grant is an award of stock units in the number of units set forth on the cover sheet, subject to the vesting conditions described below (“Stock Units”). Your Stock Units may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Stock Units be made subject to execution, attachment or similar process.

**Definitions**

Capitalized terms not defined in this Agreement are defined in the Plan, and have the meaning set forth in the Plan. The following additional terms have the meanings provided below:

“*Service*” means service by you as an employee, officer, director or consultant to the Company or an Affiliate. A change in your position or duties will not result in interrupted or terminated Service so long as you continue to be an employee, officer, director or consultant of the Company or an Affiliate.

“*Cause*” means, as determined by the Board and unless otherwise provided in an applicable employment agreement between you and the Company or an Affiliate, (i) your gross negligence or willful misconduct in connection with the performance of your duties, (ii) your conviction of a criminal offense (other than minor traffic offenses) or (iii) your material breach of any term of any employment, consulting or other services, confidentiality, intellectual property or non-competition agreement between you and the Company or an Affiliate.

**Vesting**

Your grant vests one year from the Grant Date, provided you remain in Service. Your entire grant vests upon the termination of your Service due to death or Disability.

**Delivery of Stock Pursuant to Vested Units; Withholding Tax**

On the date of vesting, either a certificate for the shares of Stock represented by the Stock Units that vest (the “Vesting Shares”) shall be delivered to you, or a brokerage account in your name will be credited with the number of Vesting Shares.

**Forfeiture of Unvested Units**

In the event that your Service terminates for any reason other than because of your death or Disability, unless otherwise

provided in an applicable employment agreement between you and the Company or an Affiliate, you will forfeit all of the Stock Units that have not yet vested.

**Termination for Cause**

If your Service is terminated for Cause, you shall forfeit all Stock Units, whether or not vested.

**Withholding Taxes**

You agree, as a condition of this grant, that, if you elect to receive the full amount of the Vesting Shares, you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of vesting in Stock Units or your acquisition of Stock under this grant. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to this grant, the Company will have the right to: (i) require that you arrange such payments to the Company, (ii) withhold such amounts from other payments due to you from the Company or any Affiliate, or (iii) cause an immediate forfeiture of shares of Stock subject to the Stock Units granted pursuant to this Agreement in an amount equal to the withholding or other taxes due.

**Retention Rights**

This Agreement does not give you the right to be retained by the Company (or any Affiliates) in any capacity. The Company (and any Affiliate) reserve the right to terminate your Service at any time and for any reason.

**Shareholder Rights**

You do not have any of the rights of a shareholder with respect to the Stock Units unless and until the Stock relating to the Stock Units has been delivered to you. If the Company pays a dividend on its Stock, you will, however, be entitled to receive a cash payment equal to the per-share dividend paid on the Stock times the number of vested Stock Units that you hold as of the record date for the dividend.

**Adjustments**

In the event of a stock split, a stock dividend or a similar change in the Company stock, the number of Stock Units covered by this grant will be adjusted (and rounded down to the nearest whole number) in accordance with the terms of the Plan.

**Applicable Law**

This Agreement will be interpreted and enforced under the laws of the State of Delaware, other than any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

**Consent to Electronic Delivery**

The Company may choose to deliver certain statutory materials relating to the Plan in electronic form. By accepting this grant you agree that the Company may deliver the Plan prospectus and the Company's annual report to you in an electronic format. If at any time you would prefer to receive paper copies of these documents, as you are entitled to receive, the Company would be pleased to provide copies. Please contact Stock Administration to request paper copies of these documents.

**The Plan**

The text of the Plan is incorporated in this Agreement by reference. This Agreement and the Plan constitute the entire understanding between you and the Company regarding this grant of Stock Units. Any prior agreements, commitments or negotiations concerning this grant are superseded.



**Press Contact:** Nicole Anderson  
Ciena Corporation  
(877) 857—7377  
pr@ciena.com

**Investor Contact:** Jessica Towns  
Ciena Corporation  
(888) 243-6223  
ir@ciena.com

**FOR IMMEDIATE RELEASE**

**Ciena Aligns Organization with Operational Imperatives**

*Appoints Chief Operating Officer, Consolidates R&D*

**LINTHICUM, Md. — November 4, 2005** — Ciena<sup>®</sup> Corporation (NASDAQ: CIEN), the network specialist, today announced organizational changes highlighting the Company's commitment to executing on operational imperatives implemented to restore profitability, drive future earnings growth and improve shareholder value.

The Company announced that it has appointed Arthur Smith, Ph.D., formerly Ciena's Senior Vice President of Global Operations, to the role of Senior Vice President and Chief Operating Officer. In addition, the Company also announced that it has consolidated its research and development efforts under the leadership of its Chief Technology Officer, Steve Alexander as Senior Vice President, Products and Technology. Both positions report to Ciena's President and CEO, Gary Smith.

"As a result of focus and execution company-wide, in the last year Ciena has delivered significant improvement on several key financial metrics and our progress toward profitability is becoming evident," said Ciena's President and CEO Smith. "We are committed to returning to profitability and driving future earnings growth. Arthur's operational leadership and Steve's vision and leadership of our consolidated engineering efforts is a powerful combination that will contribute to our forward progress."

As Chief Operating Officer, Arthur Smith takes responsibility for Ciena's Marketing, Human Resources, and Information Technology efforts in addition to his existing responsibilities for Global Operations, which include worldwide customer service and support through Ciena's Global Networking Services, as well as responsibility for Ciena's supply chain relationships.

"A large part of Ciena's significant gross margin improvement in the first three quarters of 2005 was driven by meaningful product- and manufacturing-related cost reductions directed by Arthur Smith and his team," said Gary Smith. "Ciena's continued progress toward profitable growth will require relentless

(more)

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execution of our strategy and successful implementation of operational imperatives. These include simplifying and automating our business systems and processes; leveraging those systems and processes to improve sales, marketing execution and profitability; and, furthering a globally competitive cost base, in part by better leveraging our contract manufacturers' resources across the globe. Arthur's skills and experience are ideally suited to lead these efforts."

Ciena also announced today that it has united its research and development efforts under the leadership of Steve Alexander, adding responsibility for the Company's Broadband Access Group to his existing responsibilities for both Ciena's Transport and Switching Group and its Data Networking Group in addition to his ongoing role as Chief Technology Officer.

"With network convergence blurring the traditional lines between product segments, we see opportunities to leverage Ciena's broad technology portfolio in multiple markets. Moving all of our research and development resources into one organization under Steve Alexander will facilitate cohesive and coordinated execution," said Gary Smith. "In addition, this move will aid the ramp of Ciena India, where our development efforts will span our product portfolio."

#### **Arthur Smith Background**

Arthur Smith, Ph.D., 39, has been with Ciena for eight years, joining in 1997 as an Associate Principal Photonics engineer. He served as Ciena's Senior Vice President, Global Operations since September 2003, and held previous positions at the Company including Senior Vice President, Worldwide Customer Services and Support; Senior Vice President, Core Transport Division and Vice President of Quality and Reliability Engineering. Dr. Smith's previous experience includes positions at Nortel Networks in Ottawa, Canada and Harlow, England. Dr. Smith holds both a B.Sc. in Engineering and a Ph.D. from the University of Glasgow, Scotland.

#### **Steve Alexander Background**

With more than 20 years of telecom experience, Mr. Alexander, 46, has served as Ciena's Senior Vice President and Chief Technology Officer since January 2000. Mr. Alexander previously served as Ciena's Vice President, Transport Products. His experience prior to joining Ciena in 1994 included positions at MIT Lincoln Laboratory. Mr. Alexander is a member of the Federal Communications Commission Technological Advisory Council and has served as an Associate Editor for the Journal of Lightwave Technology. Mr. Alexander received both his B.S. and M.S. degrees in electrical engineering from the Georgia Institute of Technology.

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**NOTE TO INVESTORS**

This press release contains certain forward-looking statements based on current expectations, forecasts and assumptions that involve risks and uncertainties. These statements are based on information available to the Company as of the date hereof; and Ciena's actual results could differ materially from those stated or implied, due to risks and uncertainties associated with its business, which include the risk factors disclosed in its Report on Form 10-Q filed with the Securities and Exchange Commission on September 1, 2005. Forward-looking statements include statements regarding Ciena's expectations, beliefs, intentions or strategies regarding the future and can be identified by forward-looking words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "should," "will," and "would" or similar words. Ciena assumes no obligation to update the information included in this press release, whether as a result of new information, future events or otherwise.

**About Ciena**

Ciena Corporation is the network specialist, focused on expanding the possibilities for its customers' networks while reducing their cost of ownership. The Company's systems, software and services target and cure specific network pain points so that telcos, cable operators, governments and enterprises can best exploit the new applications that are driving their businesses forward. For more information, visit [www.ciena.com](http://www.ciena.com).

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